CITY OF MINNEAPOLIS

and

MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO

LABOR AGREEMENT

WATER MAINTENANCE TECHNICIAN UNIT

For the Period:

October 1, 2014 through September 30, 2016

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LABOR AGREEMENT

Between

CITY OF MINNEAPOLIS

and

MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO

THIS AGREEMENT, hereinafter referred to as the ***Labor Agreement*** or the ***Agreement***, is made and has been entered into effective the 1st day of October, 2014 unless an alternative implementation date is expressly identified by and between the City of Minneapolis, the ***Employer***, and the Minneapolis Building and Construction Trades Council, AFL-CIO, the ***Union***. The Employer and the Union, the ***Parties***, agree to be bound by the following terms and provisions:

ARTICLE 1
RECOGNITION AND UNION SECURITY

Additionally, in recognition of the Union's commitment to support a work environment that is hospitable to all employees, the Union and the Employer agree to support training, policies and work rules that promote and sustain a positive work environment and prohibit abuse and harassment in the work place by any employee, manager or supervisor.

Section 1.01 - Recognition and Amendments to Unit

Subd. 1. Recognition

The Employer recognizes the Union as the sole and exclusive certified collective bargaining representative of all employees whose job classifications and rates of pay are set forth in Appendix "A" of this Agreement, except those who are Supervisors and Confidential employees within the meaning of the *Minnesota Public Employment Labor Relations Act*, as amended, those who are otherwise excluded by the Act, and all other employees.

Subd. 2. Amendment to Certified Unit

Disputes which arise between the Employer and the Union over the inclusion or exclusion of any job classifications may be referred by either Party to the Commissioner, Bureau of Mediation Services, State of Minnesota, for determination in accordance with applicable statutory provisions. Determination

by the Commissioner shall be subject to such review and determination as is provided by statute and such rules and regulations as are promulgated there under. In the event the Employer has established a new job classification which is added to the bargaining unit by agreement between the Parties or by determination of the Commissioner, Bureau of Mediation Services, State of Minnesota, the Parties agree to negotiate with one another concerning wages and such other terms and conditions of employment as may be applicable to the position and which are not covered by this Agreement. However, it is agreed that all other terms and provisions of the Agreement shall apply to the new job classification.

Section 1.02 - Union Dues and Fair Share Fees Check-Off

Subd. 1. Union Dues Payroll Deductions

In recognition of the Union as the exclusive representative, the Employer shall deduct an amount sufficient to provide initiation fee and the payment of the regular monthly Union membership dues uniformly established by the Union from the wages of all employees who have authorized, in writing, such deduction on a form designated and furnished by the Union. The Union shall certify to the Employer, in writing, the current amount of regular monthly membership dues which it has uniformly established for all members. Such deductions shall only be cancelled by the Employer upon a written request made by the involved employee to the Union with a copy from the union to the appropriate departmental payroll office.

Subd. 2. Fair Share Fees Payroll Deductions

In accordance with *Minnesota Statutes* §179A.06, Subd. 3, the Employer shall, upon notification by the Union, deduct a *fair share fee* from all certified employees who are not members of the Union. This fee shall be an amount equal to the regular membership dues of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the Union's regular membership dues or such amount as may otherwise be allowable by law. The Union shall certify to the Employer, in writing, the current amount of the fair share fee to be deducted as well as the names of bargaining unit employees required by the Union to pay the fee.

Subd. 3. Time of Deductions

The Employer shall deduct Union dues and fair share fees as requested by the union. Such requests shall not exceed once each payroll period. In the event an employee covered by the provisions of this section has insufficient pay due to cover the required deduction, the Employer shall have no further obligations to effect subsequent deductions for the involved payroll period.

Subd. 4. Remittance

The Employer shall remit such Union dues and fair share fees deductions made pursuant to the provisions of this section to the appropriate designated officer of the Union within fifteen (15) calendar days of the date of the deduction along with a list of the names of the employees from whose wages deductions were made and not made.

Subd. 5. General Administration

The following shall be applicable to the administration of the provisions of this section:

a. All certifications from the Union as to the amounts of deductions to be made as well as notifications by the Union and/or bargaining unit employees as to changes in deductions must be received by the Employer at least fourteen (14) calendar days in advance of the date upon which the deduction is scheduled to be made in order for any change to be effected.

b. The Employer shall, upon the request of the Union, but no more frequently than once each calendar quarter, provide the Union with a report showing the names of those employees in the bargaining unit along with their classifications and department locations, mailing addresses of record, Union Code, current rates of pay, and classification/City seniority.

c. When an employee on the dues deduction transfers from one work location within the bargaining unit to another, the deduction of dues shall not be terminated except as directed by the involved employee.

d. No other employee organization shall be granted payroll deduction of dues for employees covered by the Agreement without the express written permission of the Union.

Subd. 6. Hold Harmless

The Union agrees to indemnify, defend and hold the Employer, its officers, agents and employees harmless against any and all claims, suits, orders or judgments brought or issued against the Employer, its officers, agents and employees as a result of any action taken or not taken in compliance with the specific provisions of this section or which are taken or not taken at the request of the Union.

Section 1.03 - Exclusive Representation

The Employer shall not enter into any agreements with the employees covered by this Agreement either individually or collectively or with any other employee organization which in any way conflicts with the terms and provisions of this Agreement. Further, the Employer shall meet and negotiate, pursue the resolution of grievances and conduct arbitration proceedings only with the properly designated representative(s) of the Union.

Section 1.04 - Union Stewards

The Union may designate certain bargaining unit employees to act as stewards and shall certify to the Employer, in writing, their names, along with the names of business representatives and/or officers of the Union who shall be authorized by the Union to investigate and present grievances. The Employer agrees to recognize such representatives, subject to the following:

Subd. 1. Number of Stewards

The Union may designate one (1), but no more than one (1), steward on each shift for each of the Employer's principal work areas from among those employees who work therein.

Subd. 2. Activities of Stewards

Designated and certified Stewards and other designated representatives of the Union shall be granted reasonable time off, with pay, in order to investigate and/or present grievances to the Employer during their normal working hours. Such stewards, however, shall not leave their work stations without first obtaining the permission of their immediate supervisor and shall notify their immediate supervisor upon returning to work. The permission of the supervisor shall not be denied without good cause. When the Parties agree that it is mutually beneficial to have an officer of the Union participate in such presentation and/or investigation, such officer shall also be authorized time off with pay for this purpose. Stewards and other representatives of the Union shall not interfere in any way with the Employer's operation or with the performance of work by its employees. Nothing in this paragraph, however, shall be construed to limit the proper presentation of grievances provided for by this subdivision.

At the request of the employee, designated and certified stewards and other designated representatives of the Local Union shall be granted reasonable time off, with pay, in order to attend meetings at which an employee is formally questioned during an investigation into conduct which may lead to disciplinary action during their normal working hours. Such Union representative shall not be entitled to participate in such investigation except to advise and counsel the involved employee. Such, designated and certified stewards and other designated representatives, however, shall not leave their work stations without first obtaining the permission of their immediate supervisor and shall notify their immediate supervisor upon returning to work. The permission of the supervisor shall not be denied without good cause. Designated and certified stewards and other designated representatives of the Union shall not interfere in any way with the Employer’s operation or with the performance of work by its employees.

Section 1.05 - Visitation

With notice to an available supervisor at a worksite, non-employee representatives of the Union who have been certified to the Employer may come on the worksite for the purpose of investigating and presenting grievances. The Union agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other Union activities on the Employer's time by such non-employee representatives, the Union's stewards or any officers of the Union.

Section 1.06 - Bulletin Boards

The Employer shall provide for the Union's use, reasonable space on designated bulletin boards for the purpose of posting official Union notices. Each posted notice shall bear the signature of the Union representative who has posted the notice and the date of the posting. Such person shall be required to remove the notice once it has served its purpose. The Union shall not post material of a political nature.

Section 1.07 - Union Membership

Employees have the right to join or to refrain from joining the Union. Neither the Employer nor the Union nor any of their respective agents or representatives shall discriminate against or interfere with the rights of employees to become or not become members of the Union, and further there shall be no discrimination or coercion against any employee because of Union membership or non-membership. The Union shall, in its responsibility as exclusive representative of the employees, represent all bargaining unit employees without discrimination, interference, restraint, or coercion.

Section 1.08 - Laborers Industrial Pension

The Employer and the Union explored the feasibility and processes necessary for implementation of the language and contributions required for employee participation in the Laborers' International Union of North America National (Industrial) Pension Fund. The Employer and the Union determined that it was in the best interests of the employees to reduce their wages in order to allow Union members to participate in the Laborers' International Union of North America National (Industrial) Pension Fund. The parties agree that the amount, which would otherwise be paid in salary or wages will be contributed instead to the Laborers' International Union of North America National (Industrial) Pension Fund *as pre-tax employer contributions*. The Laborers' International Union of North America National (Industrial) Pension Fund is a supplemental pension fund authorized by Minnesota Statutes, Section 356.24, Subdivision 1(8) (2001). Employee wage reductions are the sole source of contributions to the Laborers' International Union of North America National (Industrial) Pension Fund.

At the request of the Union, the employer agrees to re-open this provision of the contract annually to negotiate an additional allocation to the Laborers Industrial Pension Fund. Effective October 1, 2014, the contribution shall be one six cents ($0.06) per hour for all hours paid. Effective October 1, 2015, the contribution shall be seven cents ($0.07) per hour for all hours paid The Employer shall pay this contribution directly to the Laborers' International Union of North America National (Industrial) Pension Fund. The Union agrees to indemnify, defend and hold the Employer, its officers, agents and employees harmless against any and all claims, suits, orders or judgments brought or issued against the Employer, its officers, agents and employees as a result of any action taken or not taken in reliance on the specific provisions of this section or which are taken or not taken at the request of the Union. This hold harmless clause does not hold the employer harmless for failing to electronically transfer the agreed upon contributions in the absence of the failure of the systems involved in the receipt or disbursement of the electronic transfers.

For purposes of determining future wage rates, the Employer shall first restore the amount of the wage reduction, then apply the applicable wage multiplier, and then reduce the revised wage by the pension contribution amount.

Section 1.09 - Time off to participate in Union Activities

Unpaid Leaves. Employees elected to any Council or Local Union office or selected by the Council or Local Union to do work which takes them away from their employment with the Employer shall at the written request of Council or Local Union be granted a leave of absence without pay for the period of

time needed for the absence. The request shall be as far in advance as possible and shall include the times and/or duration of the leave in as much detail as is available to the Union. Such absence may be for more or less than one full work day. An employee may choose to use accrued vacation or compensatory time instead of a leave of absence without pay. In the event an employee chooses the leave without pay option, the employee shall continue to accrue seniority. The Employer shall continue to pay the Employer's portion of any health, life, or dental insurance premiums in effect immediately prior to the commencement of such leave as long as the leave does not exceed two pay periods.

ARTICLE 2
MANAGEMENT RIGHTS

The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. All rights and authority which the Employer has not officially abridged, delegated or modified by the express terms and provisions of this Agreement are retained by the Employer.

ARTICLE 3
NO STRIKE, NO LOCKOUT

Section 3.01 - No Strike

The Union, its officers or agents, or any of the employees covered by this Agreement shall not cause, instigate, encourage, condone, engage in, or cooperate in any strike, work slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment during the term of this Agreement.

Section 3.02 - No Lockout

The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, institute or condone any lockout of employees during the term of this Agreement.

Section 3.03 - Violations by Employees

Any employee who violates any provision of this article may be subject to disciplinary action, including discharge.

ARTICLE 4
SETTLEMENT OF DISPUTES

Section 4.01 - Scope

This article shall apply to all members of the bargaining unit.

Section 4.02 - Letter of Inquiry

Any employee may file a "letter of inquiry" which requests information on salary, working conditions and/or benefits. Such "letter of inquiry" is available from the business agent or steward. The business agent shall process the letter of inquiry. Where the business agent believes it necessary, he/she may request in writing from the Director, Employee Services or Labor Relations information to enable a response to the inquiry. The information requested shall be provided by the Director, Employee Services or Labor Relations within ten (10) workdays of receipt of the request. The business agent will respond to the member.

Section 4.03 - Informal Problem Resolution

From time to time, violations relating to the application of this agreement may arise. Many of these violations can be resolved informally. An alleged violation that cannot be resolved informally is called a grievance.

Section 4.04 - Definition, Timelines and Form

A grievance is any matter concerning the interpretation, application, or alleged violation of any currently effective agreement between the City and the bargaining unit. Grievances shall be resolved in the manner outlined in this article.

Subd. 1. Time Limits

Time limits, as specified in the grievance procedure, may be extended by written mutual agreement of the parties. The failure of the City to comply with any time limit herein means that the Union may automatically process the grievance to the next step of the grievance procedure. Failure of the Union or its employees to comply with any time limit herein renders the alleged violation untimely and no longer subject to the grievance procedure.

Subd. 2. Commencement of Grievance

A grievance must be commenced at step one no later than twenty-one (21) days from the discovery of the grievable event(s) or fourteen (14) days from when the event(s) reasonably should have been discovered, or ten (10) days from the filing of a letter of inquiry, whichever is earlier.
Unless otherwise expressed, days shall mean calendar days.

Subd. 3. Grievance Forms

Forms for the grievance procedure will be developed jointly.

Subd. 4. Cooperation

The City will cooperate with the Union to expedite the grievance procedure to the maximum extent practical.

Section 4.05 - Step One (Immediate Supervisor)

An employee shall inform the immediate supervisor of the grievance in writing on the standard grievance form.

If an employee representative expressly requests a discussion with the immediate supervisor concerning the written grievance, such discussion shall take place within seven (7) days after filing the grievance unless the time is mutually extended. The discussion with the immediate supervisor shall be held with one of the following:

a. The employee accompanied by a Union representative;

b. The Union representative alone if the employee so requests.

Within ten (10) workdays after the grievance is filed or the discussion meeting concludes, whichever is later, the immediate supervisor shall state his/her decision, in writing, together with the supporting reasons, and shall furnish one (1) copy to the employee who filed the grievance, one (1) copy to the business agent, and one (1) copy to the Director, Employee Services or Labor Relations. Each step one decision shall be clearly identified as a "step one decision."

Section 4.06 - Step Two (Department Head)

If the step one decision is not satisfactory, a written appeal may be filed by the Union with the department head within ten (10) days of the date of the step one decision. A copy of the appeal shall be sent to the Director, Employee Services or Labor Relations.

Upon request of either party, all persons who participated at step one, or all necessary persons shall have a reasonable opportunity to be heard at step two. If a meeting is requested by the Union, the department head shall schedule a meeting. Notification of at least three (3) workdays shall be given to the Union.

Within twenty (20) workdays after the meeting or the receipt of the appeal, whichever is later, the department head shall present a written decision to the Union. The step two decision shall clearly identify that answer as a "step two decision."

Section 4.07 - Step Three (Director of Human Resources or his/her Designee)

If the step two decision is not satisfactory, a written appeal may be filed by the Union to the Director of

Human Resources, or his/her designee, within ten (10) days of the date of the step two decision. Upon request of the Union, a meeting shall be held between the Director of Human Resources, or his/her designee, and a representative of the Union. The meeting shall be scheduled by the Director of Human Resources, or his/her designee, and held within twenty (20) days after receipt of the written appeal.

The Director of Human Resources, or his/her designee, shall have the full authority of the Mayor and the City Council to resolve the grievance.

Within twenty (20) workdays after the step three meeting or receipt of the step three appeal, whichever is later, the Director of Human Resources or his/her designee shall send a written response to the Union. The step three decision shall clearly identify that answer as a "step three decision."

If the Parties have not resolved the grievance within seven (7) calendar days after the receipt of the Step three decision, the Union may initiate the arbitration process as provided for in Section 4.08 of this article. The Union shall notify the Human Resources Director or his/her designee of their intent to arbitrate the grievance. Once the Union has decided to arbitrate the matter, the Parties will identify the arbitrator pursuant to Section 4.08 and schedule a hearing date within one hundred twenty (120) calendar days.

By mutual agreement of the Parties, the grievance may be submitted to the Bureau of Mediation Services for grievance mediation. If the grievance is submitted for mediation, the timelines regarding initiating the arbitration process are waived until the completion of the grievance mediation process.

If the grievance remains unresolved after grievance mediation, the Union may initiate the arbitration process within seven (7) calendar days after the date of the mediation session. Notice of the initiation of the arbitration process shall be filed with the Human Resources Director or his/her designee.

Section 4.08 - Step Four (Regular Arbitration)

Within twenty (20) days of the date of the step three decision the Union shall have the right to submit the matter to arbitration by informing the Bureau of Mediation Services and the Director, Employee Services or Labor Relations that the matter is to be arbitrated.

If the matter is to be arbitrated, a single arbitrator shall be selected from the panel of mutually agreed upon arbitrators. The panel of arbitrators shall be determined by the parties within thirty (30) days of the ratification of this agreement. Arbitrators shall be selected from the panel on a rotating basis.

The arbitrator shall render a written decision and the reasons, therefore resolving the grievance, and order any appropriate relief within thirty (30) days following the close of the hearing or the submission of briefs by the parties. The decision and award of the arbitrator shall be final and binding upon the Employer, the Union and the employee (s) affected.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement.

The arbitrator is also prohibited from making any decision that is contrary to law or to public policy.

Subd. 1. Pay During Proceeding

One representative of the Union, the Grievant and all necessary employee witnesses shall receive their regular salary and wages for the time spent in the arbitration proceeding if such proceeding is held during regular work hours.

Section 4.09 - Expedited Arbitration

The Union and the Employer may mutually agree to expedited arbitration. Upon such agreement, the Union and the Employer will make immediate (within twenty-four (24) hours) arrangements with the Bureau of Mediation Services for the expedited arbitration procedure and such procedure shall begin as soon as the Bureau can initiate a hearing. It shall be the specific request of both the Union and the Employer to have a decision within fourteen (14) days of the hearing, and that no briefs will be filed.

Section 4.10 - Mediation

The Parties may, by mutual agreement, utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration.

The objective of mediation is to find a mutually satisfactory resolution to the dispute. The parties shall mutually choose a mediator or have a mediator assigned by the Bureau of Mediation Services.

Subd. 1. General Provisions

a. Arbitration time frames shall be tolled during the mediation procedure; however, there shall be no additional extensions without written mutual agreement.

b. Grievances that have been appealed to arbitration may be referred to mediation if both the Parties agree.

c. Mediation conferences shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances, which shall have priority.

d. Promptly after both parties have agreed to mediate, the parties shall notify the Bureau of Mediation Services. The Bureau of Mediation Services shall arrange for the conference.

e. The mediation proceedings shall be informal in nature and the goal will be to mediate up to three (3) grievances per day.

f. Each party shall have one (1) principal spokesperson that will have the authority to agree upon a remedy of the grievance at the mediation conference.

g. One (1) Grievant will have the right to be present for each grievance.

h. The issue mediated will be the same as the issue the parties have failed to resolve through

the grievance process. The rules of evidence will not apply, and no transcript of the mediation conference shall be made.

i. The mediator may meet separately with the parties during the mediation conference. The mediator will not have the authority to compel the resolution of a grievance.

j. Written material presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference, except that the mediator may retain one (1) copy of the written grievance to be used solely for the purposes of statistical analysis.

k. If no settlement is reached during the mediation conference, the mediator may provide the parties with an immediate oral advisory opinion if requested by either or both parties. The opinion will involve the interpretation or application of the collective bargaining agreement and the reasons for his/her opinion. The parties may agree that no opinion shall be provided.

l. The advisory opinion of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.

m. If no settlement is reached as a result of the mediation conference, the grievance may be scheduled for arbitration in accordance with Section 4.08.

n. In the event a grievance that has been mediated is subsequently arbitrated, no person who served as the mediator may serve as the arbitrator. In the arbitration hearing, no reference to the mediator's advice or ruling may be entered as testimony nor may either party advise the arbitrator of the mediator's advice or ruling or refer at arbitration to any admissions or offers of settlement made by the other party at mediation.

o. By agreeing to schedule a mediation conference, the Employer does not acknowledge that the case is properly subject to arbitration and reserves the right to raise this issue notwithstanding its agreement to schedule such a conference.

p. The fees and expenses of the mediator and mediation office, if any, shall be shared equally by the parties.

Subd. 2. Pay During Proceeding

One representative of the Union, and all necessary employee witnesses shall receive their regular salaries or wages for the time spent in the grievance mediation proceeding, if such proceeding is held during regular working hours.

Section 4.11 - Election of Remedy

Employees covered by Civil Service systems created under Chapter 43a, 44, 375, 387, 419, or 420, by a Home Rule Charter under Chapter 410, or by laws 1941, Chapter 423, may pursue a grievance through

the procedure established under this section. When a grievance is also within the jurisdiction of appeals boards or appeals procedures created by Chapter 43a, 44, 375, 387, 419, or 420, by a Home Rule Charter under 410, or by laws 1941, Chapter 423, the employee may proceed through the grievance procedure or the Civil Service appeals procedure, but once a written grievance or appeal has been properly filed or submitted by the employee or on the employee's behalf with the employee's consent, the employee may not proceed in the alternative manner.

For a qualified veteran electing to use the procedures of sections 197.46 [veterans preference hearing for removal from employment or removal from a position] to 197.481, the matters governed by those sections must not be considered grievances under the collective bargaining agreement, and if a veteran elects to appeal the dispute through those sections, the veteran is precluded from making an appeal under the grievance procedure of the collective bargaining agreement.

Nothing in this contract shall prevent an employee from pursuing both a grievance under this contract and a charge of discrimination brought under Title VII, The Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

ARTICLE 5
DISCIPLINE AND DISCHARGE

Section 5.01 - Just Cause

Disciplinary action may be imposed upon an employee who has satisfactorily completed the initial probationary period only for just cause. Discipline shall be imposed in a timely manner.

Section 5.02 - Progressive Discipline

Disciplinary action shall normally include only the following measures and, depending upon the seriousness of the offense and other relevant factors, shall normally be administered progressively in the following order:

Subd. 1. Reprimands, either oral or written;

Subd. 2. Suspension from duty without pay;

Subd. 3. Demotion in position and/or pay or discharge from employment.

If the Employer has reason to reprimand an employee, it shall normally not be done in the presence of other employees or the public. Oral reprimands shall not be grievable.

Section 5.03 - Discharge Due Process

No *regular employee* (i.e., an employee who has satisfactorily completed the initial probationary period) shall be discharged without having been afforded an opportunity to hear the reason(s) for the discharge

and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuating or mitigating circumstances which the employee believes is relevant to the discharge decision. Whenever possible and practicable, such opportunities shall be provided in a conference with the Employer which shall be conducted after advance notice to the employee and his/her Union representative who shall be permitted to attend the conference. If a conference is to be conducted, the involved employee(s) shall remain in pay status until the conference has been completed.

Section 5.04 - Appeals

Disciplinary actions within the meaning of this article, excluding oral reprimands, imposed upon an employee who has completed the initial probationary period, may be appealed through the grievance procedure outlined elsewhere in this Agreement. Grievances filed concerning suspensions, demotions and/or discharges may be initiated at Step 2 of such procedure. Such matters shall be handled in accordance with the provisions of the grievance procedure; and, if necessary, through the arbitration procedure.

Section 5.05 - Disciplinary Action Records

A written record of all disciplinary actions within the meaning of this article, excluding oral reprimands, shall be provided to the involved employee(s) and may be entered into the employee's personnel record. Investigations into conduct which do not result in disciplinary action, however, shall not be entered into the employee's personnel record. When a disciplinary action more severe than a written reprimand is imposed, the Employer shall notify the employee in writing of the specific reason(s) for such action at the time such action is taken and provide the Union with an informational copy. Written reprimands shall not be relied upon to form the basis for further disciplinary action after two (2) years following the date of the written reprimand. In addition, an employee may request that a written reprimand be removed from their personnel file and destroyed once during the term of their employment with the Employer provided that three (3) years have passed from the date the written reprimand was issued and there has been no subsequent discipline. Upon such a request, the matter shall be removed to a "disputed information" file kept by the Human Resources department for destruction processing. The right to have a written reprimand removed and destroyed will not exist where the underlying infraction that caused the discipline was the violation of another individual's civil rights; e.g. sexual harassment, race discrimination, gender discrimination. Such matters will remain as an active file in the employee's official personnel file.

Section 5.06 - Disciplined Employee's Response

Any employee who is disciplined by written reprimand, suspension, demotion or discharge (and/or such employee's Union representative) shall be entitled to have a written response, if any, included in their personnel record, if filed with the Employer within twenty (20) calendar days of the issuance thereof.

Section 5.07 - Union Representation

Employees have the right to request Union representation if they are formally questioned during an investigation into conduct that may lead to disciplinary action. Employees may be represented by

designated and certified Union stewards and/or other Union representatives. However, if the employee desires representation, it is the employee's responsibility to ensure representation at the appointed time. Designated and certified Union stewards and/or other Union representatives shall be granted reasonable time off, with pay, in order to represent such employees. It shall be the Employer's policy to inform its managers and supervisors that employees must be advised of that right before formal questioning.

ARTICLE 6
SENIORITY

Section 6.01 - Seniority Defined

When used in this Agreement, the terms *City seniority* and *classification seniority* shall have the meanings given them below:

Subd. 1. City Seniority Defined

City seniority is defined as the length of uninterrupted employment with the Employer and based on the date of the employee's initial certification number. Effective for employee's hired on or after January 1, 1998, *city seniority* is defined as the length of uninterrupted employment with the Employer and based on the date of the employee's first day of employment.

Subd. 2. Classification Seniority Defined

Classification seniority is defined as the length of employment within a job classification and based on the employee's certification number. Effective for employee's hired on or after January 1, 1998 or changing classifications on or after January 1, 1998, *classification seniority* is defined as the length of employment within a job classification and based on the date the employee began working in that classification on a permanent basis.

Subd. 3. Seniority During Workers' Compensation Absences

City and classification seniority shall not be lost and shall continue to accumulate without limitation during all workers' compensation absences.

Subd. 4. Ties in Seniority

Ties in classification seniority shall be broken by City seniority. Ties in City seniority shall be broken by rank if available. If employee rank is not available ties shall be broken randomly by computer.

Section 6.02 - System Seniority Credit

Upon hiring an applicant who was previously employed by the Minneapolis Board of Education and/or the Minneapolis Park and Recreation Board, the Employer shall grant City and classification seniority credit for all purposes provided such applicant's employment is continuous between such Boards and the

Employer and to the extent that such Boards afford reciprocal recognition of seniority credit to the employees covered by this Agreement.

Section 6.03 - Seniority as a result of Mergers or Collapsing of Titles

Employees shall retain their respective classification seniority when merging or collapsing titles under the same jurisdiction and grade level.

When merging or collapsing titles where the result provides a promotion or is cross-jurisdictional, classification seniority shall be established as the date the new title becomes effective. Further, affected employees shall retain their relative seniority amongst each other in the new title with the grade level establishing seniority between grades merged; highest grade has the greatest seniority.

Section 6.04 - Loss of Seniority

An employee's seniority shall be lost and his/her employment shall be terminated upon the occurrence of any of the following:

Subd. 1. He/she quits or retires and does not rescind such action within five (5) calendar days;

Subd. 2. He/she is discharged and the discharge is not reversed;

Subd. 3. He/she has been laid off and not actively working for the Employer for a period of three (3) years.

ARTICLE 7
FILLING VACANT POSITIONS

Section 7.01 - General Provisions

The Parties agree that the following provisions respecting the filling of vacant bargaining unit positions shall be applicable in addition to other Employer-promulgated procedures to the extent that such procedures do not conflict with the provisions herein. The provisions of the previous Agreement between the Parties shall be applicable to the administration of all Job Postings conducted prior to the execution of this agreement and to all Requisition Lists then in effect.

Section 7.02 – Job Postings and Applications

Subd. 1. Job Postings

Job Postings, when offered, shall be distributed and posted at all major worksites where the prospective applicant pool is employed. The Job Posting shall set forth the title, salary, nature of work to be performed, minimum qualifications, the place and manner of making applications and the closing date applications will be received. The Employer may establish a definite or an indefinite closing date for the filing of applications. If the Employer has established an indefinite closing date, it must notify

employees of any fixed closing date, later determined, by a posting adjacent to the originally posted Job Posting. An applicant's eligibility for promotion begins on the date their name was added to a Requisition List. Job Postings for newly created positions and/or for positions for which the title, salary, nature of work to be performed and/or minimum qualifications are materially different from the Job Postings previously used, shall not be finalized by the Employer until the affected Union representative has had an opportunity to review the proposed Job Posting and provide the Union's input into the Job Posting development process. A copy of the Job Posting in its final form shall be furnished to the Union.

Subd. 2. Stated Qualifications

The minimum qualifications set forth in the Job Posting shall be related to the job duties of the involved position and shall include applicable education, training, experience, skills and abilities required. Such minimum qualifications shall not, however, include artificial and/or irrelevant time-in-grade, promotional line and/or grade level requirements.

Subd. 3. Application for Promotion

All employees may make application for any Job Posting provided they meet the minimum, stated qualifications for the involved position; provided, however, that employees who have failed a promotional probationary period in a classification shall not be permitted to take an examination for promotion to that classification within twelve (12) months of the date of such failure. If an employee who has not successfully completed his/her initial probationary period, the City and the Union shall, on a case by case basis, meet and determine the length of probation and wage.

Subd. 4. Job Postings

The Employer may, in its discretion, conduct an External Job Posting (i.e., one which includes employee and non-employee or *outside* applicants) in the event there are fewer than seven (7) internal applicants who meet the stated minimum Job Posting requirements for positions below grade level seven (7) or fewer than ten (10) such internal applicants for all other positions. In such cases, all internal qualified applicants shall be permitted to take the required examination and in all cases, the Employer may advertise an open position internally and externally simultaneously and a maximum of seven (7) outside applicants may be tested. For purposes of this article, applicants from the Minneapolis Board of Education and the Minneapolis Park and Recreation Board shall be considered as "outside" applicants.

Section 7.03 - Examination of Qualified Applicants

Subd. 1. Examination Times

When an employee is scheduled to take a Minneapolis Civil Service promotional examination during his or her regular scheduled hours of duty, the Employer shall grant time off to take the examination when reasonably possible.

Subd. 2. Testing

All applicants who meet the minimum stated qualification requirements for the Job Posting may be tested. The Employer may, however, at its discretion, limit the number of applicants to be tested on the basis of the applicants' City seniority and on the basis of an objective review of each applicant's relevant education, training and experience, i.e., an *application review* and/or on the basis of successive testing limitations subject to the following provisions:

a. If seniority/application review limitations apply, an equal number of applicants shall be selected on the basis of seniority and application review, respectively.

b. If successive testing limitations apply, tested applicants shall be selected for further testing on the basis of their actual test scores and the highest scoring applicants only shall be further tested.

c. If either of the testing limitations described above are to be used, the details of the limitation(s) shall be outlined by the Job Posting referred to in Section 7.02, Subd. 1 of this article.

When utilized, the Employer may elect to test all or any percentages of the applicants for any given Job Posting on the announced basis.

Subd. 3. Examination Scores

Applicants shall receive a total examination score, the components of which shall be weighted as follows:

a. Eighty percent (80%) of the total examination score shall be based upon the results of each applicant's test score(s). Such tests shall be developed by the Employer and may consist of more than one component.

b. Twenty percent (20%) of the total examination score shall be based upon each applicant's relative seniority standing with the Employer.

In the event an internal applicant is tested pursuant to an External Job Posting, one hundred percent (100%) of the total examination score shall be based upon the results of the applicant's test score(s).

Section 7.04 - Eligibles and Requisition Lists

Subd. 1. Passing Score

Each applicant whose 1) total examination score and 2) test score(s) as defined in Section 7.03, Subd. 3 of this article equals or exceeds seventy percent (70%) shall be considered to have passed the examination. There is no *passing score* for the seniority component.

Subd. 2. Requisition List - Job Postings

The names of those applicants who have passed an examination shall be placed on a Requisition List in descending order of their total examination scores in addition to any Veteran's Preference points, if applicable. In the event two (2) or more eligibles hold identical total examination scores, their names shall be placed on the Requisition List in random order; however, the names of veterans shall always be placed over the names of non-veterans who hold identical scores.

Subd. 3. List Expiration

The staffing division of the Human Resources Department shall inform applicants of the length of their eligibility by stating it on the job posting and/or by letter.

Section 7.05 - Selection of Certified Eligibles

The seven (7) highest scoring eligibles on a Requisition List shall be certified to the appointing authority for selection on promotional examinations. On External Job Postings, the three (3) highest scoring eligibles from the bargaining unit will be certified to the appointing authority for selection along with any of the eligibles on the eligibility list which may be certified to the appointing authority for selection. In the event the *expanded* certification procedures outlined by Section 7.05 of this Agreement are in effect, up to three (3) additional eligibles who are women, minorities and/or protected class members may be certified to the appointing authority for selection. Any of the eligibles certified to the appointing authority may be selected to fill the vacant position. The name of the eligible selected shall be removed from the Requisition List.

Section 7.06 - Probationary Periods

An eligible selected to fill a vacant position shall serve an initial or promotional probationary period as applicable. All initial probationary periods shall normally be twelve (12) months in duration and all promotional probationary periods shall be three (3) months in duration provided that promotional probationary periods may be extended for up to an additional three (3) months upon prior notice to the involved employee with a copy to the Union. An employee may be removed from the position at the discretion of the appointing authority. Such removal shall not be subject to the grievance/arbitration provisions of this Agreement. Removal during an employee's initial probationary period shall result in termination of employment. An employee removed during a promotional probationary period, however, shall have the right to return to a vacant position in his/her previous classification or, if none is available, to his/her previous position. For purposes of this section, one (1) month shall be deemed to be one hundred seventy-four (174) hours of work. Time spent in temporary duty in the position immediately preceding the appointment shall count toward satisfaction of the probationary period, benefits eligibility (without retroactivity), and pay progression requirements.

Section 7.07 - Position Audit and Class Maintenance Studies

Subd. 1. Position Audit

Unless otherwise ordered by a court of competent jurisdiction, an employee who believes their

individual position has changed due to gradual changes over a period of time in the kind, responsibility, or difficulty of the work performed may request that their position be audited to assure proper classification. To request a position audit, the employee must submit a Job Analysis Questionnaire provided by the Human Resources Department. Requests for study of an employee's individual position may be submitted no more than once per every 24 calendar months unless the Parties agree that substantial changes have occurred in the position justifying the need for a new audit.

If the audit results in a reclassification of the individual position, no vacancy shall be deemed to have been created. Upon reclassification to a position providing a higher maximum salary, the incumbent employee shall be appointed to the reclassified position and the incumbent employee's pay shall be determined in accordance with Section 9.03, Subd. 1 of this Agreement. The effective date of the reclassification for pay and seniority purposes shall be the date upon which the involved employee submitted a properly completed request for reclassification to the Employer's Human Resources Department with a copy to the involved Department Head or Manager. The provisions of this section shall apply only to the incumbent employee who has been permanently certified to the involved position.

Upon reclassification to a position providing a lower maximum salary, the involved incumbent employee may request that the reclassification be considered to be a layoff. If so requested, the provisions of Article 8 (*Layoff and Recall From Layoff*) shall be applied. In the alternative, the involved incumbent employee may elect to remain in the reclassified position and the incumbent employee's pay shall be "frozen" until such time as the new wage exceeds the old wage.

Subd. 2. Class Maintenance Studies

The Employer may initiate class maintenance studies related to a specific class or a group of positions within a department/division as needed to maintain the integrity of the Employer's classification system. The Employer will consider requests by the Union to initiate such studies. The format of these studies may include an informal survey of changes in the kind, responsibility, or difficulty of work performed since the classification was last studied or an in-depth study of the changes in the kind, responsibility, or difficulty of work performed since the classification was last studied.

If a class or group of positions is reclassified pursuant to a class maintenance study to a class providing a higher maximum salary, no vacancy shall be deemed to have been created. Upon reclassification, the incumbent employees shall be appointed to the reclassified position and the incumbent employee's pay shall be determined in accordance with Section 9.03, Subd. 1 of this Agreement. The effective date of the reclassification for pay purposes shall be January 1st of the calendar year following completion of the study. Incumbent employees shall maintain the classification seniority date of their previous classification as the classification seniority date of the new classification. The provisions of this section shall apply only to the incumbent employees who have been permanently certified to the involved positions.

If a class or group of positions are reclassified pursuant to a class maintenance study to a class providing a lower maximum salary, the involved incumbent employees may request that the reclassification be considered to be a layoff. If so requested, the provisions of Article 8 (*Layoff and Recall From Layoff*) shall be applied. In the alternative, the involved incumbent employees may elect to remain in the reclassified position and their pay shall be "frozen" until such time as the new wage

exceeds the old wage.

Human Resources will develop an ongoing schedule of class maintenance studies that provides for a maintenance study on a rotating basis at least every four (4) calendar years. Such studies may be done more frequently as needed to maintain the integrity of the classification system.

Section 7.08 - Lateral Transfers

Employees may request to be transferred to a vacant position within their classification in another division of the Public Works Department and may be transferred pursuant to such request with the written approval of their division head, the involved appointing authority and the Employer's Director, Employee Services or Labor Relations. Such transferred employees shall serve a three (3) month probationary period in the new position. If removed by the appointing authority during the probationary period, the involved employee shall be reassigned to a vacant position within the classification or, if none is available, to their previous position.

Section 7.09 - Permits and Details

The Employer may select employees for temporary duty in other classifications and/or positions (*details*) and/or utilize temporary employees (*permits*) for periods not to exceed the length of an incumbent employee's absence or six (6) consecutive calendar months, whichever is longer. Such limitations shall not be exceeded except by the express written mutual agreement between the Parties.

ARTICLE 8
LAYOFF AND RECALL FROM LAYOFF

Section 8.01 - Layoffs and Bumping

Whenever any permanent position is to be abolished or it becomes necessary because of lack of funds, lack of work to reduce the number of employees in the classified service in any department, the department head shall immediately report such pending layoffs to the City Coordinator or his/her designated representative. The status of involved employees shall be determined by the following provisions and the involved employees will be notified.

Subd. 1. General Order of Layoff

Layoffs shall be made in the following manner:

1. Permit employees shall be first laid off;

2. Temporary employees (those certified to temporary positions) shall next be laid off;

3. Persons appointed to permanent positions shall then be laid off.

Subd. 2. Layoff Based on Classification Seniority Within Division

The employee first laid off shall be the employee who has the least amount of classification seniority in the classification in which reductions are to be made. Provided, however, employees retained must be deemed qualified to perform the required work and employees who possess unique skills or qualifications which would otherwise be denied the Employer may be retained regardless of their relative seniority standing. For the purposes of this article, there shall be separate seniority between permanent year-round employees and permanent intermittent employees.

Subd. 3. Bumping

Employees who are laid off shall have their names placed on a layoff list for their classification. Such employees who have at least two (2) years of City seniority shall have the right to displace (*bump*) the employee of lesser City seniority who was last certified to classifications previously held permanently (i.e., one in which the probationary period was satisfactorily completed) by the laid off employee and in which job performance was deemed by the Employer to be satisfactory which is lower than the original classification of the laid off employee; however, there shall be no bumping or displacements across divisional lines. In all cases, however, the bumping employee must meet the current minimum qualifications of the claimed position and must be qualified to perform the required work.

Section 8.02 - Notice of Layoff

The Employer shall make every reasonable effort under the circumstances to provide affected employees with at least fourteen (14) calendar days' notice prior to the contemplated effective date of a layoff.

Section 8.03 - Recall from Layoff

An employee in the classified service who has been laid off may be re-employed without examination in a vacant position of the same class within three (3) years of the effective date of the layoff. Similarly, an employee who has been placed in the seasonal labor pool due to reductions within a year round division may be re-employed to a year round vacant position within the division from which he/she was removed.

In all cases, however, the recalled employee must continue to maintain the minimum qualifications required of them as of the date of their layoff and must be qualified to perform the required work. The Employer shall make reasonable efforts to assure the more senior employees are working.

Failure to receive an appointment within three (3) years will result in the eligibles name being removed from the list.

Section 8.04 - Application and Scope

For purposes of this article, bargaining unit employees may displace (*bump*) non-bargaining unit employees. Further, non-bargaining unit employees shall be permitted to displace bargaining unit

employees. Specifically, the provisions of this article respecting layoff, bumping and recall, shall be applicable to those employees excluded from the bargaining unit by virtue of their supervisory or confidential status.

Section 8.05 - Exceptions

The following exceptions may be observed:

Subd. 1. Mutual Agreement

If the Employer and the Union agree upon a basis for layoff and reemployment in a certain position or group of positions and such agreement is approved by the City Coordinator or his/her designated representative, employees will be laid off and re-employed upon that basis.

Subd. 2. Emergency Retention

Regardless of the priority of layoff, an employee may be retained on an emergency basis for up to fourteen (14) calendar days longer to complete an assignment.

Subd. 3. Job Bank

The parties to this Agreement agree to abide by the provisions of the *Letter of Agreement* signed by the City and the Union concerning the timely return to work of employees injured on the job who have temporary or permanent restrictions, which is attached to and incorporated into this Agreement.

ARTICLE 9
WAGES AND PAYROLLS

Section 9.01 - Classifications and Rates of Pay

Subd. 1. General

All positions covered by this Agreement shall be classified by the Employer and the minimum, maximum and intervening salary rates for such classification shall be those shown in Appendix "A" to this Agreement.

Subd. 2. Job Classification System

The Minneapolis Civil Service Commission (*MCSC*) shall administer the Employer's job classification system in accordance with the following criteria:

a. The job classification evaluative process shall be based upon professionally developed standards equally applied to all positions without bias.

b. Job classes shall be established which group positions that have identical or similar primary duties. Within each classification, the nature of the work shall be significantly different from other job classes.

c. Positions shall be classified based upon their job-related contributions and/or assessed value to the Employer's functions.

d. New positions shall be evaluated and placed into job classes based upon a comparison of the similarity of the assigned duties to other positions in the job class. New positions shall be placed into existing job classes unless the duties or conditions of employment are found to be substantially different from other existing classes in the classified service.

e. The MCSC shall maintain appropriate records relating to classification studies and actions, and shall maintain a written class specification for each job class in the classified service describing typical duties and responsibilities of positions in the job class.

f. The MCSC, in coordination with the Employer's Affirmative Action Program, shall assign appropriate Federal Job Category (*FJC*) designations to each job class.

Disputes respecting the classification of jobs within any bargaining unit shall be directed to the MCSC for review and final action. No dispute respecting the classification of jobs shall be subject to the grievance/arbitration provisions of this Agreement. In the event, either by law or otherwise, the MCSC loses its legal authority to administer the Employer's job classification system during the life of this Agreement, the provisions of this section shall be null and void and the Parties shall meet and negotiate with one another, at the request of either of them, over an appeal procedure or other job classification dispute resolution process.

Section 9.02 - Pay Progressions

All employees shall be eligible to be considered for advancement to the next higher step within the pay range for their classification, if applicable, upon the completion of each twelve (12) months of *actual paid service* in such classification. Such increases may be withheld or delayed in cases where the employee's job performance has been of a less than satisfactory level in which case the employee shall be notified that the increase is being withheld or delayed and of the specific reasons therefore. All such denials or delays shall be grievable under the provisions of Article 4 (*Settlement of Disputes*) of this Agreement. All increases approved pursuant to this section shall be made effective on the work day immediately following the employee's completion of each twelve (12) months of actual paid service. All increases approved pursuant to this section shall be made effective on the first day of the pay period, which includes the date of eligibility.

Section 9.03 - Advances and Transfers

Subd. 1. Pay Upon Promotion

The salary of an employee who advances from one grade to a higher grade shall be the increment nearest the salary last received by such employee in the lower classification plus 5%. For the purpose of this section "wage" shall include, the higher of the average wage, excluding shift differentials, of the

prior forty (40) work days immediately preceding the detail or promotion or the higher of the dual certifications held whichever is higher. The employee shall be advanced thereafter in accordance with Section 9.02 (*Pay Progressions*) of this article. The provisions of this subdivision shall also be applicable whenever an employee is detailed to perform all or substantially all of the duties of a higher-paid classification but they shall not be applicable to the apprenticeship progressions set forth in Appendix "A" of this Agreement. However, in all instances the employee's rate of pay while serving in the detail shall be calculated using his/her anniversary date in his/her last permanently certified classification. Apprentice employees shall be compensated at the appropriate step based upon their *actual paid service* within the meaning of Section 9.02 (*Pay Progressions*) of this Agreement and the number of service hours at each apprentice level. An employee who voluntarily demotes to their previously held position within twelve (12) calendar months following promotion shall be returned to the same pay step which was applicable immediately prior to the promotion.

Subd. 2. Pay Upon Transfer

When an employee attains a position in another classification which provides for an identical pay progression schedule he/she shall retain the same pay step as was applicable in his/her previous position and the employee shall retain the same anniversary date for future pay increase effective dates.

Subd. 3. Pay Upon Demotion

The salary of an employee who voluntarily demotes shall be placed on the salary step on which they would be if they remained in their position.

The salary of an employee who is demoted for disciplinary reasons from one classification to another which provides for a lower maximum salary, shall be the same step which the employee had before the promotion; however, the employee shall not be placed on a step which provides for a lower salary than the employee had prior to the demotion. Thereafter, the employee shall increase in accordance with Section 9.02 (*Pay Progressions*) of this article.

Section 9.04 - Payrolls and Paydays

All payrolls shall be calculated on a biweekly basis and employees shall normally be paid every other Friday.

Section 9.05 - Benefits Calculations and Accruals

For purposes of benefit plan administration, all compensated hours (exclusive of overtime hours and workers' compensation, unemployment compensation or similar insured compensation payments) shall be considered *hours worked* for all benefit accruals provided for by this Agreement. Benefit accruals shall be based upon a proportionate number of straight time compensated hours only.

ARTICLE 10
HOURS OF WORK AND OVERTIME

Section 10.01 - Work Day and Work Week Defined

Subd. 1. Normal Work Day and Work Week Configuration

The normal workday shall be eight (8) hours of work and the normal workweek, regardless of shift arrangements, shall be an average of forty (40) hours of work. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

Subd. 2. Departures From the Normal Work Schedule

Should it be necessary for the department to temporarily establish work schedules departing from the normal work schedule, seventy two (72) hours of notice of such change shall be given to the employee and the Union. This notice requirement shall be waived in the event of a bona fide emergency, as determined by the Employer that could not be foreseen. In such event the Employer shall give notice as soon as is reasonably practicable.

Section 10.02 - Rest Periods

One fifteen (15) minute break in the morning shall be granted at a time compatible with the state or progress of the job as defined by the Foreman. The break shall be taken on the work site unless explicitly permitted otherwise by the Foreman with the concurrence of the General Foreman.

Section 10.03 - Meal Periods

Unpaid meal periods, when scheduled, shall be thirty (30) minutes in duration. Employees shall not normally be assigned any duties or responsibilities during such periods. Employees shall be allowed five (5) minutes to clean up prior to the meal period.

Section 10.04 - Show-Up Time

Employees not otherwise notified who report for regularly scheduled work at the job site or at an equipment dispatching site shall receive two (2) hours pay. To qualify for such show-up time pay, the employee shall be obligated to remain on the work site until such time as released by the Foreman, and to work during this time if called upon to do so by the Foreman. If required to work into the third hour or any succeeding hour, the employee shall receive pay for the full hour. Employees shall be permitted to use available vacation up to eight (8) hours (less show-up time pay and pay for hours actually worked) for days upon which they are prevented from working because of rain. Such provisions, however, do not apply to Solid Waste and Recycling Division *task assignment* employees.

Section 10.05 - Catastrophic Events, Disasters, and Emergencies

In the event of a major disaster or catastrophe (not Snow Emergencies as defined by City Ordinance), assignment protocol is suspended; employees work as assigned without regard to seniority. Overtime

shall be paid after forty (40) hours at one-and- one half (1 ½) times their hourly rate and double time after forty eight (48) hours of work. The employer shall make a reasonable effort to notify the union prior to implementing this provision.

Section 10.06 - Overtime

Subd. 1. Overtime Work and Pay

Employees may be required to work a reasonable amount of overtime as assigned by the Employer. All overtime work must be approved in advance. Further, the employer shall make an attempt to accommodate employees when working overtime creates a hardship for them. In no case shall overtime pay be granted to employees in grades twelve (12) and above. Overtime pay shall be granted to employees at the rate of one and one-half (1½) times their regular hourly rate of pay for all time worked in excess of eight (8) hours per day or for all time worked in excess of forty (40) hours per week and at the rate of two (2) times their regular hourly rate of pay for all time worked on the seventh (7th) consecutive day of actual work. Thereafter, upon the employee's written request and subject to approval by the employer, overtime pay shall be banked as compensatory time up to a maximum of fifty six (56) hours, unless the City Council has authorized up to one hundred twenty (120) hours for employees assigned to work on a special project basis or has authorized pay for compensatory time on a special project basis when funds are available for such purposes. Further, effective the first pay period of November bargaining unit members with a negative vacation balance shall utilize their banked compensatory time to buy back their negative vacation balances on an hour to hour basis.

Subd. 2. No Duplication

There shall be no duplication or pyramiding of overtime and/or premium rates of pay under the provisions of this Agreement. Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

Subd. 3. Assignment of Overtime

Unless an established procedure exists to the contrary, overtime opportunities will be offered first on a seniority basis and then assigned based on reverse seniority.

Section 10.07 - Inclement Weather

The Employer may temporarily suspend all or a portion of its normal operation in response to inclement weather or other emergency conditions. Such interruptions may be on an *official* basis as determined by the Employer's Mayor and/or Council President in which case closure announcements shall be made by the Employer through internal means and, where appropriate or necessary, be broadcast by WCCO-AM radio (830 kHz) and/or other suitable public media or on an unofficial basis as determined by lower authority in which case employees will be notified at the job site. Employees shall be permitted to draw upon accumulated vacation or sick leave benefits or accumulated compensatory time, at their option, to the full extent of the lost compensation due to any interruption in scheduled work.

ARTICLE 11
VACATIONS

Section 11.01 - Vacations With Pay

Employees in the classified service of the City shall be entitled to vacations with pay in accordance with the provisions of this article.

At the discretion of the Appointing Authority, as defined under the Minneapolis City Charter, and in the process of negotiating the compensation package for the initial hire of Trades, new hires may be granted additional vacation accrual rate credit based on documented relevant work experience as determined by the Human Resources Department. Credit may be granted on a year-for-year ratio up to a maximum of twenty-one (21) days of vacation per year. Employees granted vacation accrual credit under this section shall be required to complete the requisite years of continuous City service, as set forth in Section 11.04 – Vacation Benefit Levels, before advancing to the next level of vacation accrual eligibility.

Section 11.02 - Eligibility: Full-Time Employees

Vacations with pay shall be granted to permanently certified employees who work one-half (½) time or more and who have completed six (6) months of continuous service. Vacation time will be determined on the basis of continuous years of service, including time in an unclassified position immediately preceding appointment or reappointment to a classified position. For purposes of this article, *continuous years of service* shall be determined in accordance with the following:

Subd. 1. Credit During Authorized Leaves of Absence

Time on authorized leave of absence without pay, except to serve in an unclassified position, shall not be credited toward years of service, but neither shall it be considered to interrupt the periods of employment before and after leave of absence, provided an employee has accepted employment to the first available position upon expiration of the authorized leave of absence.

Subd. 2. Credit During Involuntary Layoffs

Employees who have been involuntarily laid off shall be considered to have been continuously employed if they accept employment to the first available position. Any absence of twelve (12) consecutive months will not be counted toward years of service for vacation entitlement.

Subd. 3. Credit During Periods on Disability Pension

Upon return to work, employees shall be credited for time served on workers' compensation (those returning to active employment after January 1, 1995) or disability pension as the result of disability incurred on the job. Such time shall be used for the purpose of determining the amount of vacation to which they are entitled each year thereafter.

Subd. 4. Credit During Military Leaves of Absence

Employees returning from approved military leaves of absence shall be entitled to vacation credit as provided in applicable Minnesota statutes.

Section 11.03 - Eligibility: Intermittent and Part-Time Employees

Permanent employees on an intermittent or part-time basis who have worked continuously for six (6) months or more on such basis shall also be granted vacations with pay in direct proportion to the time actually employed. Thereafter, such employees shall receive a full years' credit for purposes of determining vacation benefit levels under the provisions of Section 11.04 of this article upon working a full *season*, i.e., at least three hundred eighty-four (384) hours. In no event, however, shall employees receive vacation pay greater than what their earnings would have been during such period had they been working.

Section 11.04 - Vacation Benefit Levels

Eligible employees shall earn vacations with pay in accordance with the following schedule:

YEARS OF CITY SERVICE	VACATION DAYS
1 - 4	12
5 - 7	15
8 - 9	16
10 - 15	18
16 - 17	21
18 - 20	22
21 +	26

Section 11.05 - Vacation Accruals and Calculation

The following shall be applicable to the accrual and usage of accrued vacation benefits:

Subd. 1. Accruals and Maximum Accruals

Vacation benefits shall be calculated on a direct proportion basis for all hours of credited work other than overtime and without regard to the calendar year. Benefits may be cumulative up to and including fifty (50) days. Accrued benefits in excess of fifty (50) days shall not be recorded and shall be considered lost.

Subd. 2. Vacation Utilization

Employees shall be authorized to utilize only vacation benefits actually accrued to the date of their return from vacation. The anniversary date for increase in such employee's vacation allowance

shall be the beginning of the work day immediately following the completion of the appropriate number of years of continuous service.

Subd. 3. Vacation Usage and Charges Against Accruals

Vacation shall begin on the first working day an employee is absent from duty. When said vacation includes a holiday, the holiday will not be considered as one of the vacation days.

Section 11.06 - Vacation Pay Rates

Subd. 1. Normal

The rate of pay for vacations shall be the rate of pay employees would receive had they been working at the position to which they have been permanently certified, except as provided in Subd. 2, below.

Subd. 2. Detailed (Working Out of Class) Employees

Employees on *detail* (working out of class) for a period of less than thirty (30) calendar days immediately prior to vacation will be paid upon the basis of the position to which they have been permanently certified. Employees on detail for more than thirty (30) calendar days immediately prior to vacation will be paid upon the basis of the position to which they have been detailed.

Subd. 3. Dual Certifications

Employees who hold dual certifications and who work at least 50% of their hours in the higher certification from April 1 to November 30 shall have their vacation and compensatory benefits paid at the higher rate between December 1 and March 31. They will be paid at the rate at which they are working immediately prior to taking vacation or sick leave from March 31 to November 30.

Section 11.07 - Scheduling Vacations

Vacations are to be scheduled in advance and taken at such reasonable times as approved by the employee's department with particular regard to the needs of the Employer, seniority of employee, and, insofar as practicable, with regard to the wishes of the employee. No vacation shall be assigned by the Employer or deducted from the employee's account as disciplinary action.

Section 11.08 - Vacation Pay Upon Retirement

The value of any vacation balance due upon separation at retirement shall be deposited into the employees Post-Retirement Health Care Savings Plan, as established in Minn. Stat. §352.98 as administered by the Minnesota State Retirement System.

ARTICLE 12
HOLIDAYS

Section 12.01 - Holidays With Pay

Employees in the classified service of the City shall be entitled to holidays with pay in accordance with the provisions of this article.

Section 12.02 - Eligibility and Pay

Subd. 1. Eligibility

Permanent employees who are not required to work on a day recognized by this Agreement as a holiday shall be entitled to holiday pay provided such employee has worked at least two (2) hours on the last working day immediately before and at least two (2) hours on the next working day immediately after such holiday or, such employee is on a paid leave of absence, vacation or sick leave properly granted.

Subd. 2. Holiday Pay and Rate

Employees eligible to receive holiday pay as outlined in this article shall be paid eight (8) hours pay calculated at their regular, straight-time, base rate of pay or, if such employee regularly works less than forty (40) hours per week, such holiday pay shall be prorated.

Subd. 3. Holidays During Vacation and Sick Leave

Holidays which occur within an employees' approved vacation or sick leave period shall be paid as holidays only and shall not be charged as vacations or sick leave.

Section 12.03 - Holidays Defined

The following named days shall be considered *holidays* for purposes of this article:

- New Year's Day
- Martin Luther King Day*
- President's Day*
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples Day* (Columbus Day)
- Veteran's Day*
- Thanksgiving Day
- Day After Thanksgiving*
- Christmas Day

Section 12.04 - Holidays Worked

Subd. 1. Normal

When a day recognized by this Agreement as a holiday falls on a Sunday, the following Monday shall be considered to be the holiday. When a day recognized by this Agreement as a holiday falls on a Saturday, the preceding Friday shall be considered to be the holiday. Employees, except for Solid Waste and Recycling Division employees who regularly work on designated *minor* holidays, and who are compensated for overtime work at one and one-half (1½) times their hourly base rate of pay, shall be paid one and one-half (1½) times their hourly base rate of pay for each hour worked on a holiday in addition to the holiday pay for which they are entitled. For the purpose of this section, minor holidays shall be identified with an asterisk (*).

Section 12.05 - Religious Holidays

Employees may observe religious holidays on days which do not fall on Sunday or on a holiday as defined in Section 12.03 above. Such days off shall be taken off without pay unless 1) the employee has accumulated vacation benefits available in which case the employee shall be required to take such days off as vacation, or 2) the employee obtains supervisory approval to work an equivalent number of hours (at straight-time rates of pay) at some other time during the calendar year. The employee must notify the Employer at least ten (10) calendar days in advance of the religious holiday of his/her intent to observe such holiday. The Employer may waive this ten (10) calendar day requirement if the Employer determines that absence of such employee will not substantially interfere with the department's function.

ARTICLE 13
LEAVES OF ABSENCE WITHOUT PAY

Section 13.01 - Leaves of Absence Without Pay

Leaves of absence without pay may be granted to permanent employees when authorized by State Statute or by the Employer pursuant to the provisions of this article upon written application to the employee's immediate supervisor or his/her designated representative. Except for emergency situations, leaves must be approved in writing by the Employer prior to commencement.

Section 13.02 - Leaves of Absence Governed by State Statute

The following leaves of absence without pay may be granted as authorized by applicable Minnesota statutes:

Subd. 1. Military Leave

Employees in the classified service shall be entitled to military leaves of absence without pay for duty in the regular Armed Forces of the United States, the National Guard or the Reserves. At the expiration of such leaves, such employees shall be entitled to their position or a comparable position and

shall receive other benefits in accordance with applicable Minnesota statutes. (See also, *Military Leaves With Pay* at Article 14, Section 14.04 of this Agreement.)

Subd. 2. Appointive and Elective Office Leave

Leaves of absence without pay to serve in an Appointive-Unclassified City position or as a Minnesota State Legislator or full-time elective officer in a city or county of Minnesota shall be granted pursuant to applicable Minnesota statutes.

Subd. 3. Union Leave

Leaves of absence without pay to serve in an elective or appointive position in the Union at either the Local or the District Council level shall be granted upon request and pursuant to applicable Minnesota statutes. Upon return to active employment, returning employee(s) shall have full reinstatement rights to their last held permanently certified position or a similar position if said position no longer exits, such employees shall be credited for time served on Union leave for the purpose of determining the accrual rate of vacation to which they are entitled each year thereafter and for the further purpose of calculating longevity pay. Further, designated employees vacation and sick leave balances shall be maintained and reinstated upon returning from leave or upon receiving notice from the designated employee of his/her resignation and application to receive retirement benefits from either the Minneapolis Employees Retirement Fund or the Public Employees Retirement Association. Employees desiring to return to City or Park Board employment must notify the agency within thirty (30) days of separation from his/her elective or appointive position in order for reinstatement to become an obligation.

Subd. 4. School Conference and Activities Leave

Leaves of absence without pay of up to a total of sixteen (16) hours during any twelve (12) month period for the purpose of attending school, pre-school or child care provider conferences and classroom activities of the employee's child, provided that such conferences and classroom activities cannot be scheduled during non-work hours. When the need for the leave is foreseeable, the employee shall provide reasonable prior notice of the leave to their immediate supervisor and shall make a reasonable effort to schedule the leave so as not to disrupt the operations of the Employer. Employees may use accumulated vacation benefits or accumulated compensatory time for the duration of such leaves.

Subd. 5. Family and Medical Leaves

a. General. Pursuant to the provisions of the federal *Family and Medical Leave Act of 1993* and the regulations promulgated there under which shall govern employee rights and obligations as to family and medical leaves wherever they may conflict with the provisions of this subdivision, leaves of absence of up to twelve (12) weeks in any twelve (12) months will be granted to eligible employees who request them for the following reasons:

(i) for purposes associated with the birth or adoption of a child or the placement of a child with the employee for foster care,

(ii) when they are unable to perform the functions of their positions because of temporary sickness or disability, and/or

(iii) when they must care for their parent, spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, child, or other dependents and/or members of their households who have a serious medical condition.

(iv). for any qualifying exigency arising out of the fact that the employee's spouse, registered domestic partner, son, daughter, or parent is a covered military member on active duty or has been notified of an impending call or order to active duty in support of a contingency operation as either a member of the National Guard or Military Reserves or a retired member of the regular armed forces or reserves.

Leaves of absence of up to twenty six (26) weeks in any twelve (12) months will be granted to eligible employees who request them for the following reasons:

(v). for the care of a covered service member who is a current member of the Regular Armed Forces, National Guard, or Reserves who has incurred an injury or illness in the line of duty while on active duty, provided that such injury or illness renders the service member medically unfit to perform the duties of his/her office, grade, rank, or rating. To qualify the employee must be the spouse, registered domestic partner, son, daughter, parent or next of kin of the service member.

Unless an employee elects to use accumulated paid leave benefits while on family and medical leaves (see paragraph "f", below), such leaves are without pay. The Employee's group health, dental and life insurance benefits shall, however, be continued on the same basis as if the employee had not taken the leave.

b. Eligibility - Employees are eligible for family and medical leaves if they have accumulated at least twelve (12) months employment service preceding the request for the leave and they must have worked at least six (6) months during the twelve (12) month period immediately preceding the leave. Eligible spouses or registered domestic partners who both work for the Employer will be granted a combined twelve (12) weeks of leave in any twelve (12) months when such leaves are for the purposes referenced in clauses (i) and (iii) above.

c. Notice Required - Employees must give thirty (30) calendar days' notice of the need for the leave if the need is foreseeable. If the need for the leave is not foreseeable, notice must be given as soon as it is practicable to do so. Employees must confirm their verbal notices for family and medical leaves in writing. Notification requirements may be waived by the Employer for good cause shown.

d. Intermittent Leave - If medically necessary due to the serious medical condition of the employee, or that of the employee's spouse, child, parent, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, or other dependents and/or members of their households who have a serious medical condition, leave may be taken on an intermittent schedule. In

cases of the birth, adoption or foster placement of a child, family and medical leave may be taken intermittently only when expressly approved by the Employer.

e. Medical Certification. The Employer may require certification from an attending health care provider on a form it provides. The Employer may also request second medical opinions provided it pays the full cost required.

f. Relationship Between Leave and Accrued Paid Leave - Employees may use accrued vacation, sick leave or compensatory time while on leave. The use of such paid leave benefits will not affect the maximum allowable duration of leaves under this subdivision.

g. Reinstatement - Upon the expiration of family and medical leaves, employees will be returned to an equivalent position within their former job classification. Additional leaves of absence without pay described elsewhere in this Agreement may be granted by the Employer within its reasonable discretion, but reinstatement after any additional leave of absence without pay which may have been granted by the Employer in conjunction with family and medical leaves, is subject to the limitations set forth in Section 13.03 (*Leaves of Absence Governed by this Agreement*) of the Agreement.

Section 13.03 - Leaves of Absence Governed by this Agreement

Employees may be granted leaves of absence for reasonable periods of time provided the requests for such leaves are consistent with the provisions of this section. Employees on leave in excess of six (6) months will, at the expiration of the leave, be placed on an appropriate layoff list for their classification if no vacancies exist in their classification. Employees on leave of less than six (6) months will, at the expiration of the leave, return to their departments in positions within their classification. Leaves of absence under this section may be granted for the following purposes:

Subd. 1. Temporary illness, disability or maternity properly verified by medical authority;

Subd. 2. To serve in an unclassified City position not covered by Minnesota statute;

Subd. 3. Education that benefits the employee to seek advancement opportunities or carry out job-related duties more effectively;

Subd. 4. To serve temporarily in a position with another public employer where such employment is deemed by the Employer to be in the best interests of the City;

Subd. 5. To become a candidate in a general election for public office. A leave of absence without pay commencing thirty (30) calendar days prior to the election is required, unless exempted by the Employer;

Subd. 6. For personal convenience (including *parenting leave*) not to exceed twelve (12) calendar months;

Subd. 7. A leave of absence without pay of ninety (90) calendar days per calendar year or less if approved by the Employer for the purpose of reducing the Employer's operating budget. Such employees shall be credited with seniority, vacation, group health/life insurance benefits and sick leave benefits as if they had actually worked the hours.

ARTICLE 14
LEAVES OF ABSENCE WITH PAY

Section 14.01 - Leaves of Absence With Pay

Leaves of absence with pay may be granted to permanent employees under the provisions of this article when approved in advance by the Employer prior to the commencement of the leave.

Section 14.02 - Funeral Leave

A leave of absence of three (3) working days shall be granted in conjunction with the death or funeral of an employee's parent, stepparent, spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, child, stepchild, brother, sister, stepbrother, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, great grandparent, great grandchild or members of employees' households. Bereavement Leave may be used intermittently; however, the three (3) working days must be used within five (5) working days from the time of death or funeral unless an extension is required for individually demonstrated circumstances. For purposes of this subdivision, the term's *father-in-law* and *mother-in-law* shall be construed to include the father and mother of an employee's domestic partner.

Additional time off without pay, or accrued vacation, sick leave or compensatory time shall be granted if available and requested as may reasonably be required under individual demonstrated circumstances.

Section 14.03 - Jury Duty and Court Witness Leave

After due notice to the Employer, employees subpoenaed to serve as a witness due to their conduct while a City employee or called for jury duty, shall be paid their regular compensation at their current base rate of pay for the period the court duty requires their absence from work duty, plus any expenses paid by the court. Such employees, so compensated, shall not be eligible to retain jury duty pay or witness fees and shall turn any such pay or fees received over to the Employer. If an employee is excused from jury duty prior to the end of the normal workday, he/she shall return to work if reasonably practicable or make arrangements for a leave of absence without pay. For purposes of this section, such employees shall be considered to be working normal day shift hours for the duration of their jury duty leave. Any absence, whether voluntary or by legal order to appear or testify in private litigation, not in the status of an employee but as a plaintiff or defendant, shall not qualify for leave under this section. Such absences shall be charged against accumulated vacation, compensatory time or be without pay.

Section 14.04 - Military Leave

Pursuant to applicable Minnesota statutes, employees who are qualified under the Statute are entitled to leaves of absence with pay during periods not to exceed fifteen (15) working days in any calendar year to fulfill service obligations.

Section 14.05 - Olympic Competition Leave

Pursuant to applicable Minnesota statutes, employees are entitled to leaves of absence with pay to engage in athletic competition as a qualified member of the United States team for athletic competition on the Olympic level, provided that the period of such paid leave will not exceed the period of the official training camp and competition combined or ninety (90) calendar days per year, whichever is less.

Section 14.06 - Bone Marrow Donor Leave

Pursuant to applicable Minnesota statutes, employees who work twenty (20) or more hours per week shall, upon advance notification to their immediate supervisor and approval by the Employer, be granted a paid leave of absence at the time they undergo medical procedures to donate bone marrow. At the time such employees request the leave, they shall provide to their immediate supervisor written verification by a physician of the purpose and length of the required leave. The combined length of leaves for this purpose may not exceed forty (40) hours unless agreed to by the Employer in its sole discretion.

Section 14.07 - Return From Leaves of Absence With Pay

When employees are granted leaves of absence with pay under the provisions of this article, such employees, at the expiration of such leaves, shall be restored to their position.

ARTICLE 15
SICK LEAVE

Section 15.01 - Sick Leave

Employees in the classified service of the Employer who regularly work more than twenty (20) hours per week shall be entitled to leaves of absence with pay, for actual, bona fide illness, temporary physical disability, or illness in the immediate family, or quarantine. Such leaves shall be granted in accordance with the provisions of this article.

Section 15.02 - Definitions

The term *illness*, where it occurs in this article, shall include bodily disease or injury or mental affliction, whether or not a precise diagnosis is available, when such disease or affliction is, in fact, disabling. Other factors defining sick leave are as follows:

Subd. 1. Ocular and Dental

Necessary ocular and dental care of the employee shall be recognized as a proper cause for granting sick leave.

Subd. 2. Chemical Dependency

Alcoholism and drug addiction shall be recognized as an illness. Sick leave pay for treatment of such illness shall be permitted in accordance with the provisions of the Family Medical Leave Act or for days while participating in a planned program of treatment and rehabilitation requiring absence from work. Additionally, employees who are required to complete a program prior to returning to work shall be eligible for the use of sick leave. The employee shall submit documentation of participation in order to qualify for sick leave usage.

Subd. 3. Chiropractic and Podiatrist Care

Absences during which ailments were treated by chiropractors or podiatrists shall constitute sick leave.

Subd. 4. Illness or Injury in the Immediate Family

Employees may utilize accumulated sick leave benefits for reasonable periods of time when their absence from work is made necessary by the illness or injury of their dependent child ("child" shall include the employee's biological, step, adopted, or foster child under 18 years of age, or under 20 years of age if still attending secondary school),and not to exceed 160 hours in a rolling 12 month period when their absence from work is made necessary by the illness or injury of their spouse, *registered domestic partner* within the meaning of Minneapolis *Code or Ordinances* Chapter 142, parents, parent-in-law, sibling, adult child, grandchild, grandparent, stepparent, guardian or ward. The utilization of sick leave benefits under the provisions of this subparagraph shall be administered under the same terms as if such benefits were utilized in connection with the employee's own illness or injury. Additional time off without pay, or vacation, if available and requested in advance, shall be granted as may reasonably be required under individual demonstrated circumstances. Nothing in this subdivision limits the rights of employees under the provisions of Section 13.02, Subd. 5 (*Family and Medical Leaves*) of this Agreement.

Section 15.03 - Eligibility, Accrual and Calculation of Sick Leave

If permanently certified employees who have completed six (6) months of continuous service and who regularly work more than twenty (20) hours per week, are absent due to illness, such absences shall be charged against their accumulated accrual of sick leave. Sick leave pay benefits shall be accrued by eligible employees at the rate of twelve (12) days per calendar year worked and shall be calculated on a direct proportion basis for all hours of credited work time other than overtime.

Section 15.04 - Sick Leave Bank - Accrual

All earned sick leave shall be credited to the employee's sick leave *bank* for use as needed. Twelve (12) days of medically unverified sick leave may be allowed each calendar year. However, the Employer may require medical verification in cases of suspected fraudulent sick leave claims including where the employee's use of sick leave appears systematic or patterned. Five (5) or more consecutive days of sick leave shall require an appropriate health care provider in attendance and verification of such attendance. The term *in attendance* shall include telephonically prescribed courses of treatment which are confirmed by a prescription or a written statement issued by an appropriate health care provider in attendance.

Section 15.05 - Interrupted Sick Leave

Permanently certified employees with six (6) months of continuous service who have been certified or re-certified to a permanent position shall, after layoff or disability retirement, be granted sick leave accruals consistent with the provisions of this article. Employees returning from military leave shall be entitled to sick leave accruals as provided by applicable Minnesota statute.

Section 15.06 - Sick Leave Termination

No sick leave shall be granted an employee who is not on the active payroll or who is not available for scheduled work. Layoff of an employee on sick leave shall terminate the employee's sick leave.

Section 15.07 - Employees on Suspension

Employees who have been suspended for disciplinary purposes shall not be granted sick leave accruals or benefits for such period(s) of suspension.

Section 15.08 - Employees on Leave of Absence Without Pay

An employee who has been granted a leave of absence without pay, except a military leave, shall not be granted sick leave accruals or benefits for such periods of leave of absence without pay.

Section 15.09 - Workers' Compensation and Sick Leave

Employees in the classified service shall have the option of using available sick leave accruals, vacation accruals, or of receiving workers' compensation (if qualified under the provisions of the *Minnesota Workers' Compensation Statute*) where sickness or injury was incurred in the line of duty. If sick leave or vacation is used, payments of full salary shall include the workers' compensation to which the employees are entitled under the applicable statute, and the employees shall receipt for such compensation payments. If sick leave or vacation is used, the employees' sick leave or vacation credits shall be charged only for the number of days represented by the amount paid to them in excess of the workers' compensation payments to which they are entitled under the applicable statute. If an employee is required to reimburse the Employer for the compensation payments thus received, by reason of the employee's settlement with a third party, his/her sick leave or vacation will be reinstated for the number of days which the reimbursement equals in terms of salary. In calculating the number of days, periods

of one-half (½) day or more shall be considered as one (1) day and periods of less than one-half (½) day shall be disregarded.

Section 15.10 - Notification Required

Employees shall be required to notify their immediate supervisor as soon as possible of any occurrence within the scope of this article which prevents work. If the Employer has provided pre-work shift contact arrangements, employees shall be required to provide such notification no later than one (1) hour before the start of the work shift. If no such arrangements have been made, employees shall be required to provide such notification as soon as possible but in no event later than one-half (½) hour after the start of the shift.

Section 15.11 - Sick Leave Pay Rates for Dual Certifications

Employees who hold dual certifications and who work at least 50% of their hours in the higher certification from April 1 to November 30 shall have their sick leave benefits paid at the higher rate between December 1 and March 31. They will be paid at the rate at which they are working immediately prior to taking sick leave from March 31 to November 30.

Section 15.12 - Sick Leave Donation Policy

Employees covered by this Agreement may participate in the Employer's Donation Program for Serious Illness.

ARTICLE 16
ANNUAL SICK LEAVE CREDIT PLAN & ACCRUED SICK LEAVE RETIREMENT PLAN

Section 16.01 - Annual Sick Leave Credit Plan

An employee who satisfies the eligibility requirements of this Section shall be entitled to make an election to receive payment for sick leave under the terms and conditions set forth below.

a. Eligibility. An employee who has an accumulation of sick leave of sixty (60) days or more on December 1 of each year (hereafter an "Eligible Employee") shall be eligible to make the election described below.

b. Election. On or before December 10 of each year, the Employer shall provide to each Eligible Employee a written election form on which the Eligible Employee may elect whether he/she wants to receive cash payment for all or any portion of his/her sick leave that will be accrued during the calendar year immediately following the election (the "Accrual Year"). The employee shall deliver the election form to the Employer on or before December 31. Such election is irrevocable. Therefore, once an Eligible Employee transmits his/her election form to the Employer, the employee may not revoke the decision to receive cash payment for sick leave

or change the amount of sick leave for which payment is to be made. If an Eligible Employee does not transmit an election form to the Employer on or before December 31, he/she shall be considered to have directed the Employer to NOT make a cash payment for sick leave accrued during the Accrual Year.

c. Payment. Within sixty (60) days after the end of the Accrual Year, an Eligible Employee who has elected to receive cash payment shall be paid as follows:

   i. *At Least Sixty (60) Days, But Less Than Ninety (90) Days*. Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on fifty percent (50%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

   i. *At Least Ninety (90) Days, But Less Than One Hundred Twenty (120) Days.* Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on seventy-five percent (75%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

   ii. *At Least One Hundred Twenty (120) Days*. Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on one hundred percent (100%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

d. Adjustment of Sick Leave Bank. The number of hours for which payment is made shall be deducted from the Eligible Employee's sick leave bank at the time payment is made.

e. Deferred Compensation. Employees, at their sole option, may authorize and direct the Employer to deposit sick leave credit pay under paragraph (c) to a deferred compensation plan or other tax qualified plan administered by the Employer provided such option is exercised at the same annual time as regular changes in deferred compensation payroll deductions are normally permitted.

Section 16.02 - Accrued Sick Leave Retirement Plan

Employees who retire from positions in the qualified service and who meet the requirements set forth in this article shall be paid in the manner and amount set forth herein.

a. Payment for accrued but unused sick leave shall be made only to retired former employees who:

   i. have separated from service; and

   ii. as of the date of retirement had accrued sick leave credit of no less than sixty (60) days; and

iii. as of the date of retirement had:

1. no less than twenty (20) years of qualified service as computed for retirement purposes, or

2. who have reached sixty years of age, or

3. who are required to retire early because of either disability or having reached mandatory retirement age.

b. When an employee having no less than sixty (60) days of accrued sick leave dies prior to retirement, he/she shall be deemed to have retired because of disability at the time of death, and payment for his/her accrued sick leave shall be paid to the designated beneficiary as provided in this Section.

c. The amount payable to each employee qualified hereunder shall be one-half (½) the daily rate of pay for the position held by the employee on the day of retirement, notwithstanding subsequent retroactive pay increases, for each day of accrued sick leave subject to a minimum of sixty (60) days.

d. The amount payable under this Section shall be paid in a lump sum following separation from employment but not more than sixty (60) days after the date of the employee's separation.

e. One-hundred percent (100%) of the amount payable under this Section shall be deposited into the Health Care Savings Plan (MSRS). This deposit shall occur within thirty (30) days of the date of retirement.

f. If an employee entitled to payment under this Section dies prior to receiving the full amount of such benefit, the payment shall be made to the beneficiary entitled to the proceeds of his or her Minneapolis group life insurance policy or to the employee's estate if no beneficiary is listed.

ARTICLE 17
GROUP BENEFITS

Section 17.01 – General

Subd. 1. Definitions.

(a) **Benefit Eligible Employee.** A benefit eligible employee is an Employee who has met the benefit eligibility requirements under Subd. 2 of this Section XX.01.

(b) **Full-time Employee**. For the purposes of this Article, a Full-time Employee is an employee assigned to a position designated as .75 FTE or greater.

(c) **Part-time Employee**. For the purposes of this Article, a Part-time Employee is an employee who is assigned to a position that is designated as .5 FTE or greater but less than the time required to be a Full-time Employee.

(d) **Certified Employee.** A certified employee is an employee who has been hired by a City department from a list of candidates eligible to be hired.

Subd. 2. Benefit eligibility requirements**.**

Group medical benefit coverage starts for Full-Time Employees [and Certified Part-time Employees] on the first day of the month following completion of one month of continuous employment, provided the employee has timely submitted the proper enrollment forms. For all other group benefits, coverage starts for Certified Full-Time Employees [and Certified Part-time Employees] on the first day of the month following completion of one month of continuous employment, provided the employee has timely submitted the proper enrollment forms.

Section 17.02 Full-time Employee Benefits

Subd. 1. Group Medical Plan and HRA/VEBA

(a) Upon proper application, Benefit Eligible Employees will be enrolled, along with their eligible dependents if desired, as covered participants in one of the Employer's available medical plans and the HRA/VEBA and will be provided with the coverages specified therein.

(b) Contributions towards medical plan coverage and the HRA VEBA will be determined pursuant to the Letter of Agreement, which is attached to this Collective Bargaining Agreement and hereby incorporated as "Attachment "D".

(c) The Minneapolis Board of Business Agents will be entitled to select up to five representatives to participate with the Employer in negotiating with City of Minneapolis medical plan providers regarding the terms and conditions of coverage that are consistent with the benefits conferred under the collective bargaining agreements between the Employer and the certified exclusive representative of the employees. The representatives will have no authority to veto any decision made by the Employer. However, in no instance will this be interpreted as the bargaining units giving up their rights under MN Stat. 471.6161.

Subd. 2. Group Dental Plan

Upon proper application, Benefit Eligible Employees will be enrolled, along with their eligible dependents, in the Employer's group dental plan and will be provided with the coverages specified therein. The Employer will pay the required premiums for the plan on a single/family composite basis.

Subd. 3. Group Life Insurance

Benefit Eligible Employees will be enrolled in the Employers group term life insurance policy and will be provided with a death benefit of the lesser of one (1) times annual compensation as defined by the life insurance policy or fifty thousand dollars ($50,000.00). When employees meet eligibility requirements but they are not on active status, they will be eligible to enroll upon their return to active status. The Employer will pay the required premiums for the above amounts and will continue to provide arrangements for employees to purchase additional amounts of life insurance.

Subd. 4. MinneFlex Plan

Upon proper application, Benefit Eligible Employees will be enrolled in the Employer's *MinneFlex* Plan. The *Plan Document* will control all questions of eligibility, enrollment, claims and benefits.

Subd. 5. Long Term Disability Insurance

Benefit Eligible Employees will be enrolled in the Employer's group long term disability insurance policy and will be provided with the coverages specified therein. When the employees meet eligibility requirements but they are not on active status, they will be eligible to enroll upon their return to active status. The Employer will pay the required premiums for the policy.

Section 17.03 Metro Pass

Provided the City participates in the Metro Pass program offered through Metro Transit, or other Metro Transit program, employees may enroll, following the guidelines and procedures as established by the Employer's Human Resources Department.

ARTICLE 18
WORK RULES

The Employer has reserved the right to establish and modify from time-to-time, reasonable rules and regulations which are not inconsistent with the provisions of this Agreement. The Employer shall meet and confer with the Union on additions or changes to existing rules and regulations prior to their implementation.

ARTICLE 19
DISCRIMINATION PROHIBITED

In the application of this Agreement's terms and provisions, no employee shall be discriminated against in an unlawful manner as defined by applicable city, state and/or federal law or because of an employee's political affiliation. The Parties recognize *sexual harassment* as defined by city, state and/or federal regulations to be unlawful discrimination within the meaning of this article.

ARTICLE 20
SAFETY

Section 20.01 - Mutual Responsibility

It shall be the policy of the Employer to provide for the safety of its employees by providing safe working conditions, safe work areas and safe work methods. Employees shall have the responsibility to use all provided safety equipment and procedures in their daily work, shall cooperate in all safety and accident prevention programs, and shall diligently observe all safety rules promulgated by the Employer. Upon the request of either Party, but not more frequently than once each calendar month, the Union and the Employer shall meet and confer relative to health and safety matters.

Section 20.02 - Safety Glasses

Employees who are required by the Employer to wear safety glasses as a condition of employment shall be eligible to participate in the Employer's Safety Glasses Program. Such program shall provide one (1) pair of required safety glasses (lenses and frames which meet the Employer's specifications) to eligible employees at the time of initial eligibility and shall include provisions for replacement lenses and frames upon breakage or prescription changes. The program shall not, however, provide reimbursement to eligible employees for costs associated with eye examinations nor shall it provide replacement lenses or frames if issued glasses are lost.

Section 20.03 - Medical Evaluations

In the event the Employer requires an employee to undergo a medical evaluation for any reason, either by the employee's personal physician or by a physician of the Employer's selection, the Employer shall pay the fee charged for such examination if such fee is not covered through the health insurance program made available to employees by the Employer and compensate the involved employee at his/her regular, straight-time rate of pay for regularly scheduled work time the employee was unable to work because of the examination.

Section 20.04 - Benefits During Workers' Compensation Absences

Employees who are unable to work due to a work-related illness or injury and who are placed on a workers' compensation leave of absence shall continue to receive medical, life and dental insurance benefits until they have either been released for work with temporary restrictions or have reached maximum medical improvement and/or permanent restrictions whichever occurs sooner. Further, they shall continue to accrue sick leave and vacation benefits as if they were actively employed during the first thirty (30) calendar days of the leave. Employees shall be compensated for all work time lost on the day a work-related injury occurs where medical treatment is necessary. Moreover, such employees shall be compensated for up to one (1) hour of work time for each fitness-for-duty examination which occurs during the employee's absence. Such compensation shall not be paid, however, where the employee is drawing workers' compensation *lost time* benefits.

Section 20.05 - Drug and Alcohol Testing

No employee shall be tested for drugs and/or alcohol except pursuant to the provisions of the Employer's Drug and Alcohol Testing Reasonable Suspicion LOA which is attached hereto and made a part of this Agreement as if more fully set forth herein. For the purpose of clarification, employees who possess a Commercial Driver's License are intended to be included where the policy refers to "an employee".

Nothing herein proscribes Department of Public Safety drug and alcohol requirements.

Section 20.06 - Loss of Driver's License

For All Bargaining Unit Members Required to Maintain a Valid Driver's License:

All members required to have a valid Driver's License (DL) and/or a valid Commercial Driver's License (CDL), are required to have that license in their possession at all times when they are at work, on City property, or operating City equipment. Under no circumstances are members permitted to operate vehicles or City equipment without a valid license, including the CDL when applicable, in their possession.

Valid means a license recognized by the State of Minnesota. For the purpose of this Agreement, "loss of license" shall mean the absence of the driver's license, including the CDL when applicable, for any reason. The procedures below apply to loss of a Driver's License, including the CDL when applicable, while in the employment of the City of Minneapolis. Final determination of license status shall be determined by the Minnesota Department of Public Safety. Unless specifically defined, "days" shall mean "calendar days."

An employee required to have a DL/CDL must provide notification to their supervisor within 24 hours, or not later than the next scheduled workday, if the Driver's License is lost or suspended. A member who is required to maintain a valid DL/CDL and loses his/her DL/CDL or driving privileges will be treated in the following manner:

Subd. 1. Loss of Driver's License, including CDL, for Non-medical Related Reasons

a. The Employer shall provide the employee a work assignment that the employee can perform for up to thirty (30) days from the loss of the license, including the CDL.

b. During the thirty (30) day period the employee will perform work as assigned by his/her supervisor.

c. Refusal to perform assigned work will result in the employee being placed on unpaid administrative leave for the remainder of the thirty (30) days.

d. If the employee regains his/her license, including the CDL when applicable, within the thirty (30) day period, the employee shall be restored to the position from which he/she was relieved.

e. If the employee is not able to regain his/her license, including the CDL when applicable, within thirty (30) days, the employee will be assigned work not requiring a license or CDL, when applicable, at the sole discretion of the Employer. Such assignment will not result in "bumping", and the assigned employee will be paid at the appropriate rate for the title in which he/she is assigned. If no such work assignment is available, the employee will be placed on unpaid administrative leave for up to one hundred twenty (120) days from the date of the loss of the license or CDL or until the employee regains his/her license or CDL, whichever is less.

f. If the employee regains his/her license or CDL within one hundred twenty (120) days from the date of the loss of the license or CDL, the employee shall be returned in the job classification title from which he/she was relieved with no loss of seniority rights.

g. If the employee does not regain his/her license or CDL, as required, within one hundred twenty (120) days, the employee shall be laid off for a period not to exceed three (3) years from the date of the loss of the license or CDL in accordance with Article 8, Section 8.03.

Subd. 2. Loss of Driver's License, including CDL, for Medical Related Reasons

a. The Employer will provide the employee a work assignment that the employee is able to perform for a period not to exceed one hundred twenty (120) days.

b. During this period the employee will perform work as assigned by his/her supervisor.

c. Refusal to perform assigned work will result in the employee being placed on medical lay off subject to the conditions in "e" below.

d. If the employee is able to regain his/her license within one hundred twenty (120) days the employee will be returned to the job classification title from which he/she was removed.

e. If the employee is unable to regain his/her CDL within the one hundred (120) days, the employee shall be placed on "medical" layoff and eligible to be recalled to a vacant position in the classification title from which he/she was laid off for a period not to exceed three (3) years from the date of the loss of license.

Subd. 3. Second Loss of Driver's License, including CDL

Any employee losing his/her license for a second time may be subject to termination. When considering whether to terminate, the Employer shall consider the following:

a. The employee's work record, length of employment, performance,

b. The reason for the loss of license, and

c. The likely duration of the loss of license

The decision to terminate or identify additional options shall be solely at the discretion of the Employer.

Subd. 4. Special provisions for employees originally hired without a DL or CDL requirement

For the purpose of this section employees who regain the driving privileges that were required of them for their initial hire shall be recalled from layoff.

If the employee is required to maintain a license as a result of a promotion to a position requiring a license, i.e. initially hired prior to April 1986: The City will accommodate the employee for up to thirty (30) days. If the employee is not able to regain his/her license within thirty (30) days, the employee shall be temporarily demoted to the position of Construction Maintenance Laborer until he/she regains his/her license. If the employee regains his/her license, he/she shall be restored upon their request to the next available position in the classification from which he/she was demoted. Employees receiving this accommodation will continue to be subject to seasonal lay off by virtue of their classification seniority.

Section 20.08 - Accident Review Board Guidelines

The Parties agree to continue in full effect the *Driver/Operator Responsibilities And Accident Review Board Guidelines* promulgated September 3, 1985.

Section 20.09 - Reward and Training Programs

Establishes a pilot program of up to $50,000 per year for the life of the contract for training, career development, and/or rewards and recognition. Funds are controlled by the Department of Public Works. Unused funds are returned to the General Fund at the expiration of the contract.

ARTICLE 21
WORKPLACE ENVIRONMENT

The Employer reaffirms its commitment to encourage and maintain a work environment which is hospitable to all employees, managers and supervisors. To that end, the Employer and the Union shall continue to develop and refine a formal policy that prohibits harassment and abuse in the work place by any employee, manager, or supervisor. The Employer agrees to investigate all allegations of violations to that policy. Upon a finding that a violation of the policy has occurred, the Employer shall take appropriate remedial and/or corrective action and encourage the resolution of any resulting dispute through an established *alternative dispute resolution* (ADR) system.

ARTICLE 22
LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree to form and implement a Labor Management Committee (LMC). The LMC will consist of an equal number of representatives from both the Employer and the Union. The main functions shall be to: confer on all matters of mutual concern including health, safety and working conditions; keep both parties to this contract informed of changes and/or developments caused by conditions other than those covered by this contract; confer over potential problems in an effort to keep such matters from becoming major in scope; and provide a forum for solving problems of the organization.

The LMC shall receive training from the Bureau of Mediation Services, as well as other labor/management training services. The training shall assist the LMC in developing and maintaining a citywide focus in developing an appropriate problem-solving climate.

The LMC shall meet regularly, but no less than once a month, develop its own agenda, and be alternately chaired by representatives of the Parties.

ARTICLE 23
WORKFORCE FLEXIBILITY

Representatives of the Employer and the Union, along with representatives of unions representing other construction and maintenance employees of the Employer's Public Works Department, shall together meet and confer in an effort to identify or develop employment practices which may be more responsive to the changing construction and maintenance needs of the Employer.

ARTICLE 24
COLLECTIVE BARGAINING

Section 24.01 - Entire Agreement

The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement. This Agreement may, however, be amended during its term by the Parties' mutual written agreement.

Section 24.02 - Separability and Savings

In the event any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be voided. All other provisions, however, shall continue in full force and effect.

ARTICLE 25
TERM OF AGREEMENT

Section 25.01 - Term of Agreement and Renewal

The provisions of this Agreement shall become effective on October 1, 2014, and shall remain in full force and effect through September 30, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than ninety (90) calendar days prior to the expiration of this Agreement that it desires to modify or terminate the Agreement. In the event such notice is given, negotiations shall commence on a mutually agreeable date.

Section 26.02 - Post-Expiration Life of Agreement

This Agreement shall remain in full force and effect during the full period of negotiations for a successor agreement and unless or until notice of termination is provided to the other Party in the manner set forth in the following section.

Section 26.03 - Termination

In the event that a successor agreement has not been agreed upon by the expiration date set forth above, either Party may terminate this Agreement by serving written notice upon the other Party not less than ten (10) calendar days prior to the desired termination date provided the mediation provisions of the Minnesota PELRA have been met.

[SIGNATURE PAGE TO FOLLOW]

SIGNATORY PAGE

NOW, THEREFORE, the Parties have caused this Agreement to be executed by their duly authorized representatives whose signatures appear below:

FOR THE CITY:

_____

Timothy Giles Date
Director, Employee Services

FOR THE UNION:

_____

Dan McConnell Date
Business Manager

APPROVED AS TO FORM:

_____

Assistant City Attorney for Date
City Attorney

CITY OF MINNEAPOLIS:

_____

Spencer Cronk Date
City Coordinator

COUNTERSIGNED:

_____

Finance Officer Date

ATTACHMENT "A"
LETTER OF AGREEMENT
Reasonable Drug and Alcohol Testing

1. **PURPOSE STATEMENT** - Abuse of drugs and alcohol is a nationwide problem. It affects persons of every age, race, sex and ethnic group. It poses risks to the health and safety of employees of the City of Minneapolis and to the public. To reduce those risks, the City has adopted this LOA concerning drugs and alcohol in the workplace. This LOA establishes standards concerning drugs and alcohol which all employees must meet and it establishes a testing procedure to ensure that those standards are met.

   This drug and alcohol testing LOA is intended to conform to the provisions of the Minnesota *Drug and Alcohol Testing in the Workplace Act* (*Minnesota Statutes* §181.950 through 181.957), as well as the requirements of the federal *Drug-Free Workplace Act of 1988* (*Public Law* 100-690, Title V, Subtitle D) and related federal regulations. Nothing in this LOA shall be construed as a limitation upon the Employer's obligation to comply with federal law and regulations regarding drug and alcohol testing.

   The Human Resources Director is directed to develop and maintain procedures for the implementation and ongoing maintenance of this LOA and to establish training on this LOA and applicable law.

2. **WORK RULES**

   A. No employee shall be under the influence of any drug or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery, or equipment, except pursuant to a legitimate medical reason or when approved by the Employer as a proper law enforcement activity.

   B. No employee shall use, possess, sell or transfer drugs, alcohol or drug paraphernalia while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery or equipment, except pursuant to a legitimate medical reason, as determined by the Medical Review Officer, or when approved by the Employer as a proper law enforcement activity.

   C. No employee, while on duty, shall engage or attempt to engage or conspire to engage in conduct which would violate any law or ordinance concerning drugs or alcohol, regardless of whether a criminal conviction results from the conduct.

   D. As a condition of employment, no employee shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the Employer's workplace.

   E. As a condition of employment, every employee must notify the Employer of any criminal drug statute conviction no later than five (5) days after such conviction.

   F. Any employee who receives a criminal drug statute conviction, if not discharged from employment, must within thirty (30) days satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

   G. The Employer shall notify the granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.

3. PERSONS SUBJECT TO TESTING

Unless otherwise specified, all employees are subject to testing under applicable sections of this LOA. However, no person will be tested for drugs or alcohol under this LOA without the person's consent. The Employer can request or require an individual to undergo drug or alcohol testing **only under the circumstances described in this LOA**.

4. CIRCUMSTANCES FOR DRUG OR ALCOHOL TESTING

A. **Reasonable Suspicion Testing.** The Employer may, but does not have a legal duty to, request or require an employee to undergo drug and alcohol testing if the Employer or any supervisor of the employee has a reasonable suspicion (a belief based on specific facts and rational inferences drawn from those facts) related to the performance of the job that the employee:

1. Is under the influence of drugs or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery, or equipment; or

2. Has used, possessed, sold, purchased or transferred drugs, alcohol or drug paraphernalia while the employee was working or while the employee was on the Employer's premises or operating the Employer's vehicle, machinery or equipment; or

3. Has sustained a personal injury as that term is defined in *Minnesota Statutes* §176.011, Subd. 16, or has caused another person to die or sustain a personal injury; or

4. Was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident resulting in property damage or personal injury and the Employer or investigating supervisor has a reasonable suspicion that the cause of the accident may be related to the use of drugs or alcohol.

Whenever it is possible and practical to do so, more than one Agent of the Employer shall be involved in reasonable suspicion determinations under this LOA.

B. **Treatment Program Testing -** The Employer may request or require an employee to submit to drug and alcohol testing if the employee is referred for chemical dependency treatment by reason of having a positive test result under this LOA or is participating in a chemical dependency treatment program under an employee benefit plan. In such case, the employee may be required to submit to drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following notification that he/she will be subjected to Treatment Program Testing.

C. **Unannounced Testing by Agreement** - The Employer may request or require an employee to submit to drug and alcohol testing without prior notice on terms and conditions established by a written "last-chance" agreement between the Employer and employee's collective bargaining representative.

D. **Testing Pursuant to Federal Law** - The Employer may request or require an employee to submit to testing as may be necessary to comply with federal law and regulations. It is the intent of this LOA that federal law preempts both state drug and alcohol testing laws and City policies and agreements. If this

LOA conflicts with federal law or regulations, federal law and regulations shall prevail. If there are conflicts between federal regulations and this LOA, attributed in part to revisions to the law or changes in interpretations, and when those changes have not been updated or accurately reflected in this policy, the federal law shall prevail.

5. **REFUSAL TO UNDERGO TESTING**

A. **Right to Refuse** - Employees have the right to refuse to undergo drug and alcohol testing. If an employee refuses to undergo drug or alcohol testing requested or required by the Employer, no such test shall be given.

B. **Consequences of Refusal** - If any employee refuses to undergo drug or alcohol testing requested or required by the Employer, the Employer may subject the employee to disciplinary action up to and including discharge from employment.

C. **Refusal on Religious Grounds** - No employee who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds shall be deemed to have refused unless the employee also refuses to undergo alternative drug or alcohol testing methods.

D. **Failure to Provide a Valid Sample with a Certified Result** – Includes but is not limited to: 1) failing to provide a valid sample that can be used to detect the presence of drugs and alcohol or their metabolites; 2) providing false information in connection with a test; 3) attempting to falsify test results through tampering, contamination, adulteration, or substitution; 4) failing to provide a specimen without a legitimate medical explanation; and 5) demonstrating behavior which is obstructive, uncooperative, or verbally offensive, and which results in the inability to conduct the test.

6. **PROCEDURE FOR TESTING**

A. **Notification Form** - Before requesting an employee to undergo drug or alcohol testing, the Employer shall provide the individual with a form on which to (1) acknowledge that the individual has seen a copy of the Employer's *Drug and Alcohol Testing LOA*, and (2) indicate consent to undergo the drug and alcohol testing.

B. **Collecting the Test Sample** - The test sample shall be obtained in a private setting, and the procedures for taking the sample shall ensure privacy to employees to the extent practicable, consistent with preventing tampering with the sample. All test samples shall be obtained by or under the direct supervision of a health care professional.

C. **Testing the Sample -** The handling and testing of the sample shall be conducted in the manner specified in Minn. Stat. §181.953 by a testing laboratory which meets, and uses methods of analysis which meet, the criteria specified in subdivisions.1, 3, and 5 of that statute.

D. **Thresholds -** The threshold of a sample to constitute a positive result alcohol, drugs, or their metabolites is contained in the standards of one of the programs listed in MN Statute §181.953, subd 1. The Employer shall, not less than annually, provide the unions with a list or *access to a list* of substances tested for under this LOA and the threshold limits for each substance. In addition, the Employer shall notify the unions of any changes to the substances being tested for and of any changes to the thresholds at least thirty (30) days prior to implementation.

E. **Positive Test Results** - In the event an employee tests positive for drug use, the employee will be provided, in writing, notice of his/her right to explain the test results. The employee may indicate any relevant circumstance, including over the counter or prescription medication taken within the last thirty (30) days, or any other information relevant to the reliability of, or explanation for, a positive test result.

7. RIGHTS OF EMPLOYEES

Within three (3) working days after receipt of the test result report from the Medical Review Officer, the Employer shall inform in writing an employee who has undergone drug or alcohol testing of:

A. A negative test result on an initial screening test or of a negative or positive test result on a confirmatory test;

B. The right to request and receive from the Employer a copy of the test result report;

C. The right to request within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at the employee's expense at the original testing laboratory or another licensed testing laboratory;

D. The right to submit information to the Employer's Medical Review Officer within three (3) working days after notice of a positive test result to explain that result; indicate any over the counter or prescription medications that the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result;

E. The right of an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the Employer not to be discharged unless the employee has been determined by a Minnesota Licensed Alcohol and Drug Counselor (LADC) or a physician trained in the diagnosis and treatment of chemical dependency to be chemically dependent and the Employer has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with a Minnesota LADC or a physician trained in the diagnosis and treatment of chemical dependency, and the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion;

F. The right to not be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test;

G. The right, if suspended without pay, to be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative;

H. The right to not be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Employer concerning the reliability of, or explanation for, a positive test result unless the employee was under an affirmative duty to provide the information before, upon, or after hire;

I. The right to review all information relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports or acquired information;

J. The right to suffer no adverse personnel action if a properly requested confirmatory retest does not confirm the result of an original confirmatory test using the same drug or alcohol threshold detection levels as used in the original confirmatory test.

K. The right to suffer no adverse personnel action based solely on the fact that the employee is requested to submit to a test.

8. ACTION AFTER TEST

The Employer will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee solely on the basis of requesting that an employee submit to a test or the existence of a positive test result from an initial screening test that has not been verified by a confirmatory test.

A. **Positive Test Result -** Where there has been a positive test result in a confirmatory test and in any confirmatory retest (if the employee requested one), the Employer will do the following unless the employee has furnished a legitimate medical reason for the positive test result:

1. **First Offense -** The employee will be referred for an evaluation by an LADC or a physician trained in the diagnosis and treatment of chemical dependency.

   a. If that evaluation determines that the employee has a chemical dependency or abuse problem, the Employer will give the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with an LADC or a physician trained in the diagnosis and treatment of chemical dependency.

   b. If the employee either refuses to participate in the counseling or rehabilitation program or fails to successfully complete the program, as evidenced by withdrawal or discharge from the program before its completion, the Employer may impose discipline, up to and including discharge.

2. **Second Offense** - Where an employee tests positive, and the employee has previously participated in one program of treatment required by the Employer, the Employer may discharge the employee from employment.

B. **Suspensions and Transfers.**

1. **Pending Test Results From an Initial Screening Test or Confirmatory Test -** While awaiting the results from the Medical Review Officer, the employee shall be allowed to return to work unless the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other City employees, or the public, and the conduct upon which the employee became subject to drug and alcohol testing would, independent of the of the results of the test, be grounds for discipline. In such circumstances, the Employer may temporarily suspend the

tested employee with pay, place the employee on paid investigatory leave or transfer the employee to another position at the same rate of pay.

2. **Pending Results of Confirmatory Retest - Confirmatory retests of the original sample are at the employee's own expense.** When an employee requests that a confirmatory retest be conducted, the Employer may place the employee on unpaid leave, place the employee on paid investigatory leave or transfer the employee to another position at the same rate of pay provided the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other City employees, or the public. An employee placed on unpaid leave may use his/her accrued and unused vacation or compensatory time during the time of leave. An employee who has been placed on unpaid leave must be made whole if the outcome of the confirmatory retest is negative.

3. **Rights of Employee in Event of Work Restrictions -** In situations where the employee is not allowed to remain at work until the end of his/her normal work day pursuant to this paragraph B, the Employer may not prevent the employee from removing his/her personal property, including but not limited to the employee's vehicle, from the Employer's premises. If the Employer reasonably believes that upon early dismissal from work under this paragraph the employee is about to commit a criminal offense by operating a motor vehicle while impaired by drugs or alcohol, the Employer may advise the employee that 911 will be called if the employee attempts to drive or call 911 before dismissing the employee from work so that a law enforcement officer may determine whether the employee is able to operate a motor vehicle legally. This LOA is not applicable with regard to any such determination by a law enforcement officer.

C. **Other Misconduct** - Nothing in this LOA limits the right of the Employer to discipline or discharge an employee on grounds other than a positive test result in a confirmatory test, subject to the requirements of law, the rules of the Civil Service Commission, and the terms of any applicable collective bargaining agreement. For example, if evidence other than a positive test result indicates that an employee engaged in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the Employer's workplace, the employee may receive a warning, a written reprimand, a suspension without pay, a demotion, or a discharge from employment, depending upon the circumstances, and subject to the above requirements.

D. **Other Consequences** – Other actions may be taken pursuant to Civil Service Rules, collective bargaining agreements or laws.

E. **Treatment Program Testing –** The Employer may request or require an employee to undergo drug and alcohol testing if the employee has been referred by the Employer for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

9. DATA PRIVACY

The purpose of collecting a body component sample is to test that sample for the presence of drugs or alcohol or their metabolites. A sample provided for drug or alcohol testing will not be tested for any other purpose. The name, initials and social security number of the person providing the sample are requested so that the sample can

be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result is requested to ensure that the test is reliable and to determine whether there is a legitimate medical reason for any drug or alcohol in the sample. All data collected, including that in the notification form and the test report, is intended for use in determining the suitability of the employee for employment. The employee may refuse to supply the requested data; however, refusal to supply the requested data may affect the person's employment status. The Employer will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another Employer or to a third party individual, governmental agency, or private organization without the written consent of the person tested, unless permitted by law or court order.

10. **APPEAL PROCEDURES**

A. Employees may appeal discipline imposed under this LOA through the Dispute Resolution Procedure contained in the Collective Bargaining Agreement (i.e. grievance procedure) or to the Minneapolis Civil Service Commission.

B. Concerning disciplinary actions taken pursuant to this drug and alcohol testing LOA, available Civil Service Commission appeal procedures are as follows:

1) Non-Veterans on Probation: An employee who has not completed the probationary period and who is not a Veteran has no right of appeal to the Civil Service Commission.

2) Non-Veterans After Probation: An employee who has completed the probationary period and who is not a Veteran has a right to appeal to the Civil Service Commission only a suspension of over thirty (30) days, a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within ten (10) calendar days of the date of mailing by the Employer of notice of the disciplinary action.

3) Veterans: An employee who is a Veteran has a right to appeal to the Civil Service Commission a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within sixty (60) calendar days of the date of mailing by the Employer of notice of the disciplinary action, regardless of status with respect to the probationary period. An employee who is a Veteran has a right to appeal to the Civil Service Commission a suspension of over thirty (30) days if the employee submits a notice of appeal within ten (10) calendar days of the date of mailing by the Employer of notice of the disciplinary action. An employee who is a Veteran may have additional rights under the Veterans Preference Act, *Minnesota Statutes* §197.46.

C. All notices of appeal to the Civil Service Commission must be submitted in writing to the Minneapolis Civil Service Commission, 250 South 4th Street - Room #100, Minneapolis, MN 55415-1339.

D. An employee may elect to seek relief under the terms of his/her collective bargaining agreement by contacting the appropriate Union and initiating grievance procedures in lieu of taking an appeal to the Civil Service Commission.

11. **EMPLOYEE ASSISTANCE**

Drug and alcohol counseling, rehabilitation, and employee assistance are available from or through the Employer's employee assistance program provider(s) (E.A.P.).

12. **DISTRIBUTION**

Each employee engaged in the performance of any federal grant or contract shall be given a copy of this LOA.

13. **DEFINITIONS**

A. ***Confirmatory Test*** and ***Confirmatory Retest*** mean a drug or alcohol test that uses a method of analysis allowed by the Minnesota *Drug and Alcohol Testing in the Workplace Act* to be used for such purposes.

B. ***Controlled Substance*** means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statute § 152.02.

C. ***Conviction*** - means a finding of guilt (including a plea of nolo contendere (no contest)) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.

D. ***Criminal Drug Statute*** means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

E. ***Drug*** means a controlled substance as defined in *Minnesota Statutes* §152.01, Subd. 4.

F. ***Drug and Alcohol Testing***, ***Drug or Alcohol Testing***, and ***Drug or Alcohol Test*** mean analysis of a body component sample approved according to the standards established by the Minnesota *Drug and Alcohol Testing in the Workplace Act*, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

G. ***Drug-Free Workplace*** means a site for the performance of work done in connection with any federal grant or contract at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.

H. ***Drug Paraphernalia*** has the meaning defined in *Minnesota Statutes* §152.01, Subd. 18.

I. ***Employee*** for the purposes of this LOA means a person, independent contractor, or person working for an independent contractor who performs services for the City of Minneapolis for compensation, in whatever form, including any employee directly engaged in the performance of work pursuant to the provisions of any federal grant or contract.

J. ***Employer*** means the City of Minneapolis acting through a department head or any designee of the department head.

K. ***Federal Agency*** or ***Agency*** means any United States executive department, military department, government corporation, government controlled corporation, any other establishment in the executive branch or any independent regulatory agency.

L. ***Grant*** means an award of financial assistance - including a cooperative agreement - in the form of money, or property in lieu of money, by a federal agency directly to a grantee. The term *grant* includes

block grant and entitlement grant programs. The term does not include any benefits to veterans or their families.

M. ***Grantee*** means a person who applies for or receives a grant directly from a federal agency. The place of performance of a grant is wherever activity under the grant occurs.

N. ***Individual*** means a grantee/contractor who is a natural person. This wording emphasizes that an individual differs both from an organization made up of more than one individual and from corporations, which can be regarded as a single "person" for some legal purposes.

O. ***Initial Screening Test*** means a drug or alcohol test which uses a method of analysis allowed by the Minnesota Drug and Alcohol Testing in the Workplace Act to be used for such purposes.

P. ***Legitimate Medical Reason*** means (1) a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of *Minnesota Statutes* §152.11, and names the employee as the person for whose use it is intended; and (2) a drug prescribed, administered and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in *Minnesota Statutes* §152.12; and (3) a drug used in accord with the terms of the prescription. Use of any over-the-counter medication in accord with the terms of the product's directions for use shall also constitute a *legitimate medical reason*.

Q. ***Medical Review Officer*** means a physician certified by a recognized certifying authority who reviews forensic testing results to determine if a legitimate medical reason exists for a laboratory result.

R. ***Positive Test Result*** means a finding of the presence of alcohol, drugs or their metabolites in the sample tested in levels at or above the threshold detection levels as published by the Employer pursuant to Section 6 D of this LOA.

S. ***Reasonable Suspicion*** means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

T. ***Under the Influence*** means having the presence of a drug or alcohol at or above the level of a positive test result.

U. ***Valid Sample with a Certified Result*** means a body component sample that may be measured for the presence or absence of drugs, alcohol or their metabolites.

NOW THEREFORE, the Parties have caused this *Letter of Agreement* to be executed by their duly authorized representative whose signatures appear below.

FOR THE EMPLOYER: **FOR THE UNION:**

_____ _____

Timothy O. Giles Date
Director, Employee Services

Dan McConnell Date
Business Manager

CITY OF MINNEAPOLIS
NOTIFICATION AND CONSENT FORM FOR DRUG AND ALCOHOL TESTING
(REASONABLE SUSPICION)
AND DATA PRACTICES ADVISORY

I acknowledge that I have seen and read the City of Minneapolis *Drug and Alcohol Testing LOA*. I hereby consent to undergo drug and/or alcohol testing pursuant to said LOA, and I authorize the City of Minneapolis through its agents and employees to collect a sample from me for those purposes.

I understand that the procedure employed in this process will ensure the integrity of the sample and is designed to comply with medicolegal requirements.

I understand that the results of this drug and alcohol testing may be discussed with and/or made available to my employer, the City of Minneapolis. I further understand that the results of this testing may affect my employment status as described in the LOA.

The purpose of collecting a sample is to test that sample for the presence of drugs and alcohol. A sample provided for drug and alcohol testing will not be tested for any other purpose. The name, initials and social security number of the person providing the sample may be requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result will be requested by the Medical Review Officer (MRO) to ensure that the test is reliable and to determine whether there is a legitimate medical reason for any drug, alcohol, or their metabolites in the sample.

The MRO may only disclose to the City of Minneapolis test result data regarding presence or absence of drugs, alcohol, or their metabolites, in a sample tested. The City of Minneapolis or laboratory may not disclose the test result reports and other information acquired in the drug testing process to another employer or to a third party individual, governmental agency, or private organization without the written consent of the person tested, unless permitted by law or court order. Evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation, or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed as required by law, court order, or subpoena. Positive test results may not be used as evidence in a criminal action against the employee tested.

_____	_____
Name (Please Print or Type)	Social Security Number
_____	_____
Signature	Date and Time
_____	_____
Witness	Date and Time

ATTACHMENT "B"

CITY OF MINNEAPOLIS

And

MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, , AFL-CIO

LETTER OF AGREEMENT
Return to Work/Job Bank and Related Matters

The above-entitled Parties are signatory to a Labor Agreement which most recently took effect on October 1, 2014. This Letter of Agreement outlines additional agreements reached by the Parties during the course of collective bargaining which resulted in the making of the Agreement and which the Parties now desire to confirm.

GENERAL PROVISIONS:

The employee's Return to Work Policy provides for the timely return to work of employees injured on the job who have temporary and/or permanent restrictions. The Return to Work Program offers services to assist employees injured on the job who have temporary and/or permanent restrictions. This program will assist active employees; it is not intended to provide services to temporary employees or sworn employees. Participation in the Return to Work Program is based on a medical release to return to work. Upon receipt of the medical release, the employer shall make every effort to provide appropriate work activity. Our goal is to assist the work injured on the job by providing temporary job duties within three (3) working days of the receipt of the medical release.

If there is a question about the employee's medical release, the City's consulting physicians shall make the final determination of an employee's ability to return to work. If the employer is unable to offer appropriate temporary job duties within the employee's limitations, the employer shall provide for the employer's portion of the health care benefit while the employee is in the Return to Work Program. The employer shall strive to provide appropriate temporary job duties commensurate with the employee's medical work release.

Continuing eligibility in the Return to Work Program is based upon receipt of medical data documenting the employee's functional improvement. In addition, compliance with the Workers' Compensation Statutes, Return to Work Policy, Minneapolis Code of Ordinances §20.860, applicable rules and this Agreement is mandatory. Compliance will be monitored by the Claims coordinator/ Return to Work Coordinator. Failure to comply with the requirements of this program may result in termination of the program. Compliance with the program will be determined by the employer.

GENERAL PROVISIONS OF THE RETURN TO WORK/JOB BANK PROGRAM:

The employer has created a Return to Work/Job Bank Program as a component of its resources allocation (budget) process. The Return to Work/Job Bank Program will share some common resources with the restructuring/economic job bank, but it will have different rights and responsibilities. The Return to Work/Job Bank Program will assist both the employer and its employees during a time of unplanned change caused by an injury on the job.

The purpose of the Return to Work/Job Bank Program is to assist the injured worker in returning to a different assignment within the City if they are unable to perform their original position as a result of work injury arising out of and in the course of employment for the City. It is the employer's intention, to the extent feasible under the circumstances, to identify employment opportunities for employees through reassignment, retraining and out-placement support. One of the goals of the Return to Work/Job Bank is to minimize, to the extent possible, the disruption normally associated with work-related injuries and return to work in alternative job duty assignments.

The Return to Work/Job Bank process shall be administered in a manner which is consistent with the employer's desire to treat employees with dignity and respect. The administrators will strive to provide as much information and assistance as may be reasonably possible and practical within the resources available. Our objective is to assist employees in making informed choices about their future with the City and at the same time to utilize the competency of City employees, whenever possible, in staffing vacant City positions. Mutual cooperation and participation is necessary in order to accomplish this objective.

RETURN TO WORK/JOB BANK POLICIES:

1. Injured, non-sworn, City employees who have been permanently certified or appointed and were injured on the job after June 1, 1995, and who have been assigned permanent restrictions that prevent the employee from returning to the pre-injury job, will be afforded the opportunities available in the Job Bank, Return to Work component. This policy will also cover employees injured on the job who are actively working for the City now and whose jobs are eliminated as a result of economic or restructuring decisions.

2. The services and benefits of the Job Bank will apply to employees injured on the job as long as the employee complies with the Workers' Compensation Statutes, Return to Work Policy, Minneapolis Code of Ordinances §20.860, applicable rules and this Agreement. Employee compliance will be determined by the City. These services and benefits include:

    a) 120-day tenure
    b) Job interviews/Placement opportunities
    c) Skills assessment
    d) Training opportunities
    e) Job-seeking classes
    f) Health insurance continuation, if separated from employment, as provided for in the

Minneapolis Code of Ordinances, §20.900.

3. The Workers' Compensation fund will pay for the salaries of those injured employees while in the Job Bank.

4. The department that the employee came from has the primary responsibility for finding temporary job duties for the employee while they are in the Job Bank. The, Return to Work Coordinator/Claims Coordinator, and Qualified Rehabilitation Consultant will aid in determining alternate temporary assignments if the original department is unable to identify temporary job duties.

5. If the injured worker has not been placed after one hundred twenty (120) calendar days, they will be separated from City service.

6. Failure to participate in a diligent job search or to comply with requirements of Workers' Compensation Law during participation in the Return to Work or Job Bank programs may result in termination of Job Bank services and benefits.

7. An employee has no further tenure in the Job Bank Program after a formal job offer has been made.

8. An employee is entitled to use the Return to Work/Job Bank Program once.

9. Compliance with the Workers' Compensation Statutes, Return to Work Policy, Minneapolis Code of Ordinances §20.860, applicable rules and this Agreement will be monitored by the Claims Coordinator/Return to Work Coordinator. An employee's participation in this Program shall be terminated upon recommendation of the City.

10. There will be no exception to this Agreement without the approval of the Oversight Committee.

RETURN TO WORK/JOB BANK PROCESSES:

Job Assignment

1. Injured, non-sworn, City employees who have been permanently certified or appointed and were injured on the job after June 1, 1995 and who have been assigned permanent restrictions that prevent the employee from returning to their pre-injury job, will be afforded the opportunities available in the Return to Work/Job Bank Program. This policy will also cover injured employees who are actively working now for the City and whose jobs are eliminated as a result of economic or restructuring decisions.

2. Such employees shall be assigned to the Job Bank for the ensuing one hundred twenty (120) calendar days or until they obtain a different job, as long as they comply with the Workers' Compensation Act, relevant rules, this Agreement, the Return to Work Policy and Minneapolis Code of Ordinances §20.860.

3. Permit-temporary employees and certified-temporary employees are not eligible for Return to Work/Job Bank services.

RETURN TO WORK/JOB BANK ACTIVITIES

1. When injured employees are assigned to the Job Bank, they shall continue in temporary assignments with pre-injury salary and benefits. While so assigned, however, injured employees may be required to perform duties outside of their assigned job classifications and/or they may be required to perform such duties in a different location, as determined by the Employer.

2. While injured employees are assigned to the Job Bank, the Employer and Employee shall make reasonable efforts to identify vacant positions within the Employer's organization which may provide continuing employment opportunities.

    a. **Lateral Transfer.** Employees may request to be transferred to a vacant position in another job classification at the same MCSC grade level provided they meet the minimum qualifications for the position.

        i. Seniority Upon Transfer. In addition to earning job classification seniority in their new title, transferred employees shall continue to accrue job classification seniority in their former title and they shall have the right to return to their former title if the position to which they have transferred is later eliminated as long as the job requirements are consistent with the employee's permanent restrictions. In the event the transfer is to a formerly held job classification, seniority in the new (formerly held) title shall run from the date upon which they were first certified to the former classification.

        ii. Pay Upon Transfer. The employee's salary in the new position will be supplemented, if necessary, to comply with the Worker's Compensation Statutes. Lateral transfers shall not affect anniversary dates of employment for pay progression purposes.

        iii. Probationary Periods. Employees transferring to a different title will serve a six (6) calendar month probationary period. In the event the probationary period is not satisfactorily completed (either because the involved supervisor has concluded that the employee's performance in the new position is not satisfactory or because the employee is not satisfied with the position), the injured worker shall be returned to a Job Bank assignment for the remaining duration of the one hundred twenty (120) calendar day Job Bank period (or a minimum of thirty (30) calendar days, whichever is greater).

    b. **Reassignment.** In accordance with the provisions of the Agreement or other applicable authority the injured worker may be transferred to a new position and/or duty location within

their job classification at a time determined to be appropriate by the City. Such transfers terminate the injured employee's assignment to the Job Bank.

c. **Filling Vacant Positions**. During the time the procedures outlined herein are in effect, position vacancies will be filled based on the employee's qualifications. During their assignment to Job Bank, the injured worker will be provided an opportunity to meet with a City Placement Coordinator to discuss such matters as available employment opportunities with the City, skills assessments, training and/or retraining opportunities, out placement assistance and related job transition subjects. Further, affected employees will be granted reasonable time off with pay for the purpose of attending approved skills assessment training and job search activities.

SEPARATION AND RETIREMENT CONSIDERATIONS:
Where, upon the expiration of an injured employees one hundred twenty (120) calendar day assignment to the Job Bank, no available or suitable position has been found, the injured employee will be separated from City services.

If eligible, injured employees may elect retirement from active employment under the provisions of applicable pension or retirement plans.

The Return to Work/Job Bank procedures outlined herein shall not be observed after the negotiated termination date of the collective bargaining agreement between the Parties.

NOW THEREFORE, the Parties have caused this *Letter of Agreement* to be executed by their duly authorized representative whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS: **FOR THE UNION:**

Timothy O. Giles Date
Director, Employee Services

Dan McConnell Date
Business Manager,

ATTACHMENT "C"

CITY OF MINNEAPOLIS

And

MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, , AFL-CIO

LETTER OF AGREEMENT
Job Bank and Related Matters

The above-entitled Parties are signatory to a Labor Agreement which is currently in force (the "Labor Agreement"). This Letter of Agreement outlines additional agreements reached by the Parties during the course of collective bargaining which resulted in the making of the Agreement and which the Parties now desire to confirm.

GENERAL PROVISIONS

The Employer has created a *Job Bank* as a component of its resources allocation (budget) process. The purpose of the Job Bank is to assist the Employer and its employees during a time of major restructuring and change caused by unyielding demands for municipal service in the face of decreasing funding. It is the Employer's intention, to the extent feasible under these circumstances, to identify employment opportunities for employees whose positions are eliminated through reassignment, retraining and out-placement support. One of the purposes of the Job Bank process is to minimize, to the extent possible, the disruption normally associated with contractual "bumping" and layoff procedures to both the Employer and affected employees.

The Job Bank process shall be administered in a manner which is consistent with the Employer's desire to treat affected employees with dignity and respect at a difficult time in their relationship and to provide as much information and assistance to them as may be reasonably possible and practical within the limited resources available.

The term "Recall List" as used in this Agreement means the list of employees who are laid off from employment with the City or removed from their position by reason of a reduction in the size of the workforce, and who retain a right to return to their prior job classification pursuant to the terms of the Labor Agreement and/or Civil Service rules.

JOB BANK PROCESS AND PROCEDURE

I. Job Bank Assignment

1. Regular (*permanently certified*) employees whose positions are eliminated shall receive formal, written notification to that effect from the appointing authority of the department to which they are assigned. If a position is to be eliminated in any department, the employee with the least amount of seniority in the particular job class within the

impacted division/department will be placed in the job bank, regardless of performance, assignment, function or other consideration. For the purposes of this section, a division is defined as an operational unit headed by a supervisory director or deputy who reports directly to a department head. If a department is of such a size as to have no distinct divisions, the department shall be treated as a division. Whether the layoff will be implemented relative to the least senior in a division or department will be determined by the terms of the Labor Agreement covering the impacted positions.

2. Such employees shall be assigned to the Job Bank. Employees whose positions have been eliminated based on the Employer's regular annual budget process, including the Mayor's proposed budget and/or the final annual City budget as passed by the City Council, or as otherwise ordered by the City Council, are entitled to a sixty (60) day tenure in the job bank. All positions eliminated based on the Mayor's proposed budget and/or the final annual City budget as passed by the City Council must be so eliminated after the Mayor's proposed budget is announced but no later than January 1, of the next budget cycle (unless the department/division intends to eliminate at a later date as part of their final annual budget for that year). Employees whose positions have been eliminated based on any mid-cycle budget or revenue reductions not controlled by the Mayor and the City Council, are entitled to a thirty (30) day tenure in the job bank, or until they are reassigned, whichever may first occur. All such employees in the Job Bank shall have extended job bank services for as long as they remain on a recall list. During such period such laid off employees shall form a pool for "restricted examination" for positions for which they may be qualified. The employee will notify the City of their interest in being considered. The Union will assist in notifying these employees of vacancies to be filled. A permit position shall be considered a "vacancy" if it is in a job classification impacted by the workforce reduction and if more than 60 days remain on the permit.

3. Permit and temporary employees whose employment is terminated are not eligible for Job Bank assignment or benefits. Certified temporary employees shall, however, be eligible for the Job Bank activities described in paragraphs 2(c) below.

II. Job Bank Activities

1. While affected employees are assigned to the Job Bank, they shall continue in their positions with no change in pay or benefits. While so assigned, however, affected employees may be required to perform duties outside of their assigned job classifications and/or they may be required to perform such duties at a different location as determined by the Employer.

2. While affected employees are assigned to the Job Bank, the Employer shall make reasonable efforts to identify vacant positions within its organization which may provide continuing employment opportunities and which may be deemed suitable for affected employees by all concerned.

    a. **Lateral Transfer.** Employees may request to be transferred to a vacant position in another job classification at the same MCSC Grade level provided they meet

the minimum qualifications for the position.

i. Seniority Upon Transfer. In addition to earning job classification seniority in their new title, transferred employees shall continue to accrue job classification seniority in their former title and they shall have the right to return to their former title if the position to which they have transferred is later eliminated. In the event the transfer is to a formerly held job classification, seniority in the new (formerly held) title shall run from the date upon which they were first certified to the former classification.

ii. Pay Upon Transfer. The employee's salary in the new position will be their former salary or that of the next available step in the pay progression schedule for the new title which provides for an increase in salary if no equal pay progression step exists. If the employee's salary in the former position is greater than the maximum salary applicable to the new title, the employee's salary will be *red circled* until the maximum salary for the new title meets the employees' red circled rate. Such employees shall, however, be eligible for fifty percent (50%) of the negotiated general increase occurring during the term of the Agreement. Lateral transfers shall not affect anniversary dates of employment for pay progression purposes.

iii. Probationary Periods. Employees transferring to a different title will serve a six (6) calendar month probationary period. In the event the probationary period is not satisfactorily completed, the affected employee shall be returned to Job Bank assignment and the employee's "bumping", layoff or transfer rights under the Agreement or other applicable authority shall be restored to the same extent such rights existed prior to the employee taking the probationary position. Upon the affected employee's first such return to the Job Bank, the employee shall be entitled to remain in the Job Bank for the greater of ten (10) business days, or the duration of the applicable Job Bank period, as determined under Article I, paragraph 2, that remained as of the date the employee began in the probationary position. The rate of compensation for the remainder of the employee's time in the Job Bank will be the same as the rate in effect as of the employee's last day in the probationary position. Return to the Job Bank terminates the employee's work in the probationary assignment and, therefore, time served following the return to the Job Bank shall not be construed to count toward the completion of the probationary period.

b. **Reassignment.** The Employer reserves the right to transfer an employee in the Job Bank to a new position and/or duty location within their job classification at a time determined to be appropriate by the Employer. Such reassignments terminate the affected employee's assignment to the Job Bank. If the Labor Agreement covering the job classification of the employee reassigned under this paragraph specifically permits a probationary period upon reassignment, the

provisions of subparagraph a.iii., above, shall apply as if the reassignment had been a transfer.

c. **Recall Rights.** Employees who accept a position out of the Job Bank or who bump into a previously held position, or leave City employment on layoff shall retain recall rights to the title they held when assigned to the Job Bank in accordance with the collective bargaining agreement at the time of placement in the Job Bank.

d. **Filling Vacant Positions.** During the time the procedures outlined herein are in effect, position vacancies to be filled shall first be offered to regular employees who have a contractual right to be recalled to a position in the involved job classification or who may have a right to "bump" or transfer to the position, as the case may be. In such circumstances, the seniority provisions of the Agreement shall be observed. If no regular employee has a contractual right to the position, the following shall be given consideration in the order (priority) indicated below:

1st Priority:	Qualified Job Bank employees
2nd Priority:	Employees on a recall list
3rd Priority:	Employee applicants from a list of eligibles
4th Priority:	Displaced certified temporary employees
5th Priority:	Non-employee applicants from a list of eligibles

The qualifications of an employee in the Job Bank or on a recall list shall be reviewed to determine whether he/she meets the qualifications for a vacant position. Whether the employee can be trained for a position within a reasonable time (not to exceed three months) shall be considered when determining the qualifications of an employee. If it is determined that the employee does not meet the qualifications for a vacant position, the employee may appeal to the Director of Human Resources. If it is determined that an employee in the Job Bank is qualified for a vacant position, the employee shall be selected. The appointing authority may appeal the issue of whether the employee is qualified. The dispute shall be presented to and resolved by the Job Bank Steering Committee.

If it is determined that an employee on a recall list is qualified for a vacant position, the employee will be given priority consideration and may be selected. Appeals regarding employees on a recall list and their qualifications for a position will be handled by the Civil Service Commission.

The grievance procedure under the Labor Agreement shall not apply to determinations as to qualifications of the employee for a vacant position.

3. During their assignment to the Job Bank, affected employees will be provided an opportunity to meet with the Employer's Placement Coordinator to discuss such matters as available employment opportunities with the Employer, skills assessments, training and/or retraining opportunities, out-placement assistance and related job transition

subjects. Involvement in these activities will be at the discretion of the employee. Further, affected employees will be granted reasonable time off with pay for the purpose of attending approved skills assessment, training and job search activities. Displaced certified temporary employees are eligible for the benefits described in this paragraph. These services shall be provided to the Job Bank employee at no cost to the employee.

III. Layoff, Bumping and Retirement Considerations

1. A "Primary Impact Employee" is an employee who enters the Job Bank due to the elimination of his/her position. A "Secondary Impact Employee" is an employee who enters the Job Bank because he/she may be displaced by a Primary Impact Employee. All affected employees may exercise the displacement, "bumping" and/or layoff rights immediately. A Primary Impact Employee must exercise displacement or bumping rights within forty-five (45) days of entering the Job Bank (or within twenty-two [22] days of entering the Job Bank for an employee entitled to 30-days in the Job Bank). A Primary Impact Employee who exercises his/her displacement or bumping rights within the first thirty (30) days from entering the Job Bank (within the first fifteen [15] days for an employee entitled to 30-days in the Job Bank) shall have 8 hours added to the employee's vacation bank. A Secondary Impact Employee must exercise his/her displacement or bumping rights within seven (7) calendar days of being displaced or bumped. Displacement and bumping rights shall be forfeited unless exercised by the deadlines specified in this paragraph or in the provisions of 2.a *iii*, Lateral Transfers, above. Regardless of when bumping rights are exercised, any change in the compensation of the employee resulting from the exercise of bumping rights shall not take effect until after the employee's term in the Job Bank would have expired had the employee remained in the Job Bank for the maximum period.

2. If an affected employee is unable to exercise any "bumping" rights, or forfeits their bumping rights, under the Agreement or other authority and has not been placed in another City position, the employee shall be laid off and placed on the appropriate recall list with all rights pursuant to the relevant Labor Agreement provisions, if any, and all applicable Civil Service rules. In addition, they shall be eligible for the benefits described as follows:
   (a) The level of coverage, single or family, shall continue at the level of coverage in effect for the laid off employee as of the date of layoff.
   (b) The health/dental plan that shall be continued shall be the plan in effect for the employees as of the date of layoff.
   (c) The City shall pay one hundred (100) percent of the premiums for the first six (6) months of COBRA continuance at the level of coverage and plan selected by the employee and in effect on the date of the layoff.

   The terms of this provision relating to the continuation of insurance benefits will expire on December 31, 2013. The City Council must take specific action to extend these terms relating to the continuation of insurance benefits if the City Council wants those specific insurance benefits to apply to laid off employees after December 31, 2013.

3. If eligible, affected employees may elect retirement from active employment under the provisions of an applicable pension or retirement plan. In such event, affected employees will be eligible for any available Retirement Incentive that is agreed to by the Parties.

IV. Dispute Resolution. Disputes regarding the application or interpretation of this Agreement are subject to the grievance procedure under the Labor Agreement between the parties, except as specifically provided here. A dispute regarding the application or interpretation of this Agreement that needs to be resolved during an employee's time in the Job Bank may be submitted to the Job Bank Steering Committee. The decision of the Job Bank Steering Committee will be binding on the parties. Submission to the Job Bank Steering Committee shall not preclude the filing of a grievance on the issue. However, the decision of the Steering Committee shall be admissible in an arbitration hearing on such grievance.

The provisions of this *Letter of Agreement* associated with the Job Bank Program shall become effective upon the approval of the Employer's Council and Mayor. The Job Bank procedures outlined herein shall be observed after the negotiated termination date of the Labor Agreement between the Parties, and expire on December 31, 2014.

To the extent that there is any conflict between the terms of this *Letter of Agreement* and the Labor Agreement, the Labor Agreement shall prevail.

NOW THEREFORE, the Parties have caused this *Letter of Agreement* to be executed by their duly authorized representative whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS: **FOR THE UNION:**

Timothy O. Giles Date
Director, Employee Services

Dan McConnell Date
Business Manager

ATTACHMENT "D"

CITY OF MINNEAPOLIS

And

MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO

LETTER OF AGREEMENT
2014 Health Care Insurance

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the Minneapolis Building and Construction Trades Council, AFL-CIO (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the Parties desire to provide quality health care at an affordable cost for the protection of employees, which requires a modification to the current Collective Bargaining Agreement as it relates to the funding of Health Care beginning January 1, 2014 and

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for the period January 1, 2014 through December 31, 2014:

1. The City will offer a medical plan through Medica Insurance Company ("Medica"). Employees can elect to enroll in one of three provider networks. Medica Elect and Medica Essential are managed care models and Medica Choice is an open access model.

2. Medica will continue a dual medical premium system that provides incentives for wellness program participation. The monthly medical premiums for subscribers who complete 2013 wellness program points by August 31, 2013 (the "wellness premiums") will be lower than the premiums for subscribers who do not complete 300 wellness program points by August 31, 2013 (the "standard premiums"). The 2013 wellness program requirements are described the *New and Improved! My Health Rewards by Medica* ^{SM} brochure which is attached hereto and incorporated herein as Appendix A.

   The "wellness premium" will also apply to all newly enrolled employees who were benefit eligible after July 1, 2013.

3. For the period January 1, 2014 through December 31, 2014, the City will pay $507.06 per month for employees who elect single coverage under the medical plan.

4. For the period January 1, 2014 through December 31, 2014, the City will pay $1,369.07 per month for employees who elect family coverage under the medical plan.

5. The City will continue the Health Reimbursement Arrangement ("the Plan") which was established January 1, 2004 to provide reimbursement of eligible health expenses for participating employees, their spouse and other eligible dependents; and the Voluntary Employees' Beneficiary Association Trust (the "Trust") through which the Plan is funded.

6. The Plan shall be administered by the City or, at the City's discretion, a third party administrator.

7. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City's discretion, from a third party administrator in accordance with the conditions contained in the Plan. Representatives of the City and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet not less than annually to review the assets and investment options for the Trust.

8. The City shall pay administration fees for Plan members who are current employees and other expenses pursuant to the terms of the Plan. Plan members who have separated from service will be charged an administration fee of $1.50 per month beginning the January 1st of the calendar year following the year in which they experience a one year break in service.

9. The City will make a contribution to the Plan in the annual amount of $1,080.00 for employees who elect single coverage and $2,280.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such City contribution shall be made in monthly installments equal to one-twelfth (1/12) of the designated amount and shall be considered to be contract value in the designated amount.

   No later than December 1, 2014, the City shall make an additional, one-time lump sum contributions to the Plan in the amount of $200.00 for any employee who is enrolled in the medical plan as of January 1, 2014 and who completes certain additional 2014 wellness program activities by August 31, 2014. Additional lump sum contributions to the Plan will be based on the following:

   - For an employee who, as of August 31, 2014, has single coverage or has family coverage and has enrolled children only, and not a spouse, the employee must earn more than 300 points under the 2014 wellness program.
   - For an employee who, as of August 31, 2014, has family coverage and has enrolled a spouse, the employee's spouse must complete a personal health profile.

   In the event of a forfeiture required pursuant to Section 5.5(b) of the Plan, following the death of a member who has no surviving spouse or qualified dependents, the amount forfeited will be divided evenly among the Plan accounts of members of the bargaining unit to which the deceased member last belonged. The amount to be forfeited will be calculated as of the date claims for reimbursement are no longer timely pursuant to terms of the Plan. For purposes of eligibility to receive such forfeited amount, bargaining unit membership will be determined on the date such forfeiture is distributed.

10. Future employee contributions for medical plan and/or Plan contributions will be determined by the Benefits Sub-committee of the Citywide Labor Management Committee; however, absent a subsequent agreement, the City shall bear 82.5% of any generalized medical premium rate increase and the employees shall bear 17.5% of any generalized medical premium rate increase, as determined by Medica.

11. The Parties agree that, except for City contributions to the Plan or other negotiated payments to a tax-qualified health savings account, incentives, discounts or special payments provided to medical plan members that are not made to reimburse the member or his/her health care provider for health care services covered under the medical plan (e.g. incentives to use health club

memberships or take health risk assessments) are not benefits for the purposes of calculating aggregate value of benefits pursuant to Minn. Stat. § 471.6161, Subd. 5.

12. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier.

13. This agreement does not provide the unions with veto power over the City's decisions.

14. This agreement does not negate the City's obligation to negotiate with the unions as described by Minn. Stat. § 471.6161, Subd. 5.

15. The terms of this agreement shall be incorporated into the Collective Bargaining Agreement as appropriate without additional negotiations.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below:

FOR THE CITY OF MINNEAPOLIS:		**FOR THE UNION:**	
Timothy O. Giles Director, Employee Services	Date	Dan McConnell Business Manager	Date

CITY OF MINNEAPOLIS

And

MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO

LETTER OF AGREEMENT
Amending 2012-2013 and 2014 Health Care Insurance

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the Minneapolis Building and Construction Trades Council, AFL-CIO (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the Parties previously entered into Letters of Agreement for the purposed of providing quality health care at an affordable cost for the protection of employees for the period from January 1, 2012 through December 31, 2013 (the "2012 - 2013 Health LOA" and for the period January 1, 2014 through December 31, 2014 (the "2014 Health LOA");

WHEREAS, the Employer and the Union have agreed to amend the 2012 - 2013 Health LOA and the 2014 Health LOA to ensure that the City of Minneapolis Health Reimbursement Arrangement (the "Plan") complies with certain provisions of the Patient Protection and Affordable Care Act.

NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. The second paragraph of Section 9 of the 2012 - 2013 Health LOA shall be amended to read as follows

   In the event of a forfeiture required pursuant to 5.8 (a) of the Plan, following the death of a member who has no surviving spouse or qualified dependents, the amount forfeited shall be allocated to reduce future claims administration and Plan administrative expenses paid by the Employer.

2. The third and final paragraph of Section 9 of the 2014 Health LOA shall be amended to read as follows

   In the event of a forfeiture required pursuant to 5.8 (a) of the Plan, following the death of a member who has no surviving spouse or qualified dependents, the amount forfeited shall be allocated to reduce future claims administration and Plan administrative expenses paid by the Employer.

FOR THE CITY OF MINNEAPOLIS: **FOR THE UNION:**

Timothy O. Giles Date
Director, Employee Services

Dan McConnell Date
Business Manager

CITY OF MINNEAPOLIS

And

MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO

LETTER OF AGREEMENT
2015 Health Care Insurance

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the Minneapolis Building and Construction Trades Council, (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the Parties desire to provide quality health care at an affordable cost for the protection of employees, which requires a modification to the current Collective Bargaining Agreement as it relates to the funding of Health Care beginning January 1, 2015 and

NOW, THEREFORE BE IT RESOLVED that the parties agree as follows for the period January 1, 2015 through December 31, 2015:

1. The City will offer a medical plan through Medica Insurance Company ("Medica"). Employees can elect to enroll in one of three provider networks. Medica Elect and Medica Essential are managed care models and Medica Choice is an open access model.

2. Medica will continue a dual medical premium system that provides incentives for wellness program participation. The monthly medical premiums for subscribers who complete 300 wellness program points by August 31, 2014 (the "wellness premiums") will be lower than the premiums for subscribers who do not complete 300 wellness program points by August 31, 2014 (the "standard premiums"). The monthly premiums for each plan will be at set forth in Appendix A. The 2014 wellness program requirements are described the *My Health Rewards by Medica* brochure which is attached hereto and incorporated herein.

   The "wellness premium" will also apply to all employees who are newly enrolled in the medical plan on and after August 1, 2014.

3. For the period January 1, 2015 through December 31, 2015, the City will pay $492.00 per month for employees who elect single coverage under the medical plan.

4. For the period January 1, 2015 through December 31, 2015, the City will pay $1,328.00 per month for employees who elect family coverage under the medical plan.

5. The City will continue the Health Reimbursement Arrangement ("the Plan") which was established January 1, 2004 to provide reimbursement of eligible health expenses for participating employees, their spouse and other eligible dependents; and the Voluntary Employees' Beneficiary Association Trust (the "Trust") through which the Plan is funded.

6. The Plan shall be administered by the City or, at the City's discretion, a third party administrator.

7. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City's discretion, from a third party administrator in accordance with the conditions contained in the Plan. Representatives of the City

and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet not less than annually to review the assets and investment options for the Trust.

8. The City shall pay administration fees for Plan members who are current employees and other expenses pursuant to the terms of the Plan. Plan members who have separated from service will be charged an administration fee of $1.50 per month beginning the January 1st of the calendar year following the year in which they experience a one year break in service.

9. The City will make a contribution to the Plan in the annual amount of $1,080.00 for employees who elect single coverage and $2,280.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such City contribution shall be made in semi-monthly installments equal to one-twenty fourth (1/24) of the designated amount and shall be considered to be contract value in the designated amount.

10. Future employee contributions for medical plan and/or Plan contributions will be determined by the Benefits Sub-committee of the Citywide Labor Management Committee; however, absent a subsequent agreement, the City shall bear 82.5% of any generalized medical premium rate increase and the employees shall bear 17.5% of any generalized medical premium rate increase, as determined by Medica.

11. The Parties agree that, except for City contributions to the Plan or other negotiated payments to a tax-qualified health savings account, incentives, discounts or special payments provided to medical plan members that are not made to reimburse the member or his/her health care provider for health care services covered under the medical plan (e.g. incentives to use health club memberships or take health risk assessments) are not benefits for the purposes of calculating aggregate value of benefits pursuant to Minn. Stat. § 471.6161, Subd. 5.

12. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier.

13. This agreement does not provide the unions with veto power over the City's decisions.

14. This agreement does not negate the City's obligation to negotiate with the unions as described by Minn. Stat. § 471.6161, Subd. 5.

15. The terms of this agreement shall be incorporated into the Collective Bargaining Agreement as appropriate without additional negotiations.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below:

FOR THE CITY OF MINNEAPOLIS:		**FOR THE UNION:**	
Timothy O. Giles Director, Employee Services	Date	Dan McConnell Business Manager	Date

ATTACHMENT "E"

CITY OF MINNEAPOLIS

And

MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO

LETTER OF AGREEMENT
Regular Rate of Pay and Overtime Calculations for City of Minneapolis' Non-exempt Employees

WHEREAS, the labor unions representing non-exempt employees in the City of Minneapolis have demanded for the first time to negotiate terms and conditions of employment associated with overtime eligibility and payment; and

WHEREAS, the labor unions have elected, and the City of Minneapolis (herein after "Employer") has agreed, to handle these negotiations in a coalition format using the Minneapolis Board of Business Agents (herein after "MBBA") (jointly the "Parties") to represent all unions with non-exempt members; and

WHEREAS, the Parties have determined that overtime compensation practices should be clearly articulated with the implementation of the City's Time & Labor system; and

WHEREAS, the Parties share an interest in resolving any current or future conflicts over pay practices with the implementation of the Time & Labor system;

NOW, THEREFORE, the Parties agree that the following terms and conditions for calculating overtime pay shall supersede current contract language and previously observed practices:

1. Compensatory time used will not be included in the calculation of hours worked for the purpose of reaching overtime thresholds;

2. Approved sick , bereavement, jury duty, paid holidays, and accrued vacation leaves from work will be included in the calculation of hours worked for the purpose of reaching daily or weekly overtime thresholds;

3. Employees may replace compensatory time used with accrued vacation time to meet the weekly overtime threshold. An employee may <u>not</u> use this provision to accrue or increase a negative balance of vacation time. This replacement must be done within the payroll period in which the overtime is worked;

4. Hourly premiums, shift differentials, hazard pay, longevity and any other negotiated pay benefits will be included in the calculation of the employee's "regular rate of pay";

5. All eligible paid leave time, as defined in this Letter of Agreement, is eligible for overtime earnings when the total paid hours within a work week exceeds forty (40) hours, regardless of the sequential order of the applied leave;

6. The Employer shall calculate the regular rate of pay for overtime payments in accordance with the U.S. Department of Labor's guidance on the FLSA;

7. "Seventh day worked" means seven consecutive days of actual work (any day where work is performed for 4 hours or more) independent of the Employer's pay periods;

8. The seventh day worked premium rate of pay of two (2) times the employee's regular hourly rate of pay will be paid for all work performed on the seventh consecutive day of actual work, notwithstanding the timing of pay periods or unscheduled shift changes, except where specifically exempted within other negotiated agreements. The extension of a shift into the next pay day shall not be counted as a separate day of work. Use of any paid time off of more than four (4) hours on any work day within the seven consecutive days is disqualifying for the seventh day worked premium, though the employee remains eligible for the regular time and a half overtime premiums if the work exceeds forty (40) hours in any work week.

9. All seventh day worked premium earnings will be paid in cash; no compensatory time earned will be granted in lieu of cash compensation for this premium.

10. The Parties agree that these terms and conditions will be incorporated as appropriate into individual collective bargaining agreements without further negotiations. Failure to execute or incorporate shall mean the minimum standards of the FLSA shall govern the payment of overtime except for previously negotiated terms or conditions.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS:

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

Dan McConnell Date
Business Manager